United States Court of Appeals

for the Second Circuit

EXHIBITS

Exhibit A-1

ATLANTA ZOOLOGICAL PARK

518 ATLANTA AVENUE, S. E.
ATLANTA, GEORGIA 30315

AREA CODE 404 – 622-4839
627-5804
627-7188

J. S. DOBBS
Zoo Director

R. HOWARD HUNT
Curator, Reptiles

R. J. JACKSON
Curator, Mammals

HOWARD LAWLER
Assistant Curator, Reptiles

HENRY L. SPRATLIN
Assistant Curator, Mammals

May 29, 1974

Affidavit from the Atlanta Zoological Park.
Subject: Continued REA Air Express service.

Vital to the operation of the Atlanta Zoo reptile building is the acquisition of approximately 450 live mice each week from Amigos Laboratory Animals, Route 2, Box 49-250, Eagle Pass, Texas 78852. These mice are shipped via REA Air Express.

The Atlanta Zoological Park is virtually entirely dependent upon REA Air Express in the shipping and receiving of our smaller and more delicate animal specimens. The handling of animal shipments by the airline freight divisions has generally been less than satisfactory.

Many of these airlines refuse to accept shipments of live snakes, even though the Atlanta Zoological Park is internationally recognized, and the zoo personnel take at least as extensive precautions as those institutions shipping radioactive materials. The zoo regularly ships and receives live specimens to and from other zoos and animal dealers, and has never been involved in a transportation accident.

Airlines freight divisions have demonstrated far less concern for the proper handling of living animal shipments than REA Air Express, and dealing directly with the airlines has often proven extremely difficult. At times, the curator has gone to Delta Air Freight to find an animal shipment when the airline personnel couldn't.

Among the animal dealers from whom the Atlanta Zoological Park receives animals are:

JACK C. DELIUS
General Manager of
Parks and Recreation

Hermosa Reptile
P. O. Box 182
Hermosa Beach, Calif.

The Pet Dragon
3101 East 42nd St.
Minneapolis, Minn.

Philadelphia Reptile Exch.
Jenkintown, Pa.

Western Zoological Supply
Monrovia, California

The Atlanta Zoological Park needs the services of REA Air Express because the airlines have not been able to serve these needs. Without the services of REA Air Express, the entire zoo function will be seriously handicapped.

SUBMITTED by: J. S. Dobbs

J. S. Dobbs, Director
ATLANTA ZOOLOGICAL PARK

R. Howard Hunt

R. Howard Hunt,
Zoo Curator

Howard C. Lawler

Howard Lawler,
Assistant Zoo Curator

Exhibit A-2

STATE OF TENNESSEE

COUNTY OF KNOX

Cas Walker, being duly sworn upon his oath according to law, disposes and says:

1. I am the owner of the Cas Walker Hunting Dog Kennel, located on Third Creek Lane, Knoxville, Tennessee. We ship and receive expensive hunting dogs from all over the nation.

2. I am familiar with the facts and circumstances involved in this action.

3. My kennel uses the services of Air REA/Express for the bulk of our shipments to points outside of Knoxville.

4. There are several reasons why we use Air REA/Express. First, REA Express has trucks in practically every city that pick up and deliver which is of utmost importance in the shipment of live animals. This assures us that our animals will arrive at destination in good condition. Second, Air REA/Express is most efficient and convenient. One only has to call them, and they will pick up the shipment, issue a receipt to the shipper, then take the animals directly to the airport, bypassing the terminals. This type service is rapid and satisfactory to us and to our customers. Third, The air delivery and handling by REA Express in the consignee's city is quite rapid, thus the live animals arrive at destination in good condition. Fourth, REAAir Express handles both prepaid and collect shipments and the single billing by Air REA/Express eliminates much checking and is highly approved by our bookkeeping department. Fifth, the fact that the service is so fast means the danger of injury to our animals is minimal.

5. Occasionally, other means of shipping our live animals is used, but are not nearly as satisfactory as the service of Air REA/Express. Air freight is sometimes used but is much too slow for shipping live animals.

6. Your affiant will be gravely injured if Air REA/Express is discontinued as the result of an embargo by the airlines. If we cannot have at our disposal an effective means of delivering our animlas, we may have to discontinue shipments.

Cas Walker

Subscribed and sworn to before me this 11th day of June, 1974.

My commission expires April 19, 1975

Geneva C. Martus - Notary Public

Exhibit A-3

AFFIDAVIT FOR REA AIR EXPRESS STAY

County of Franklin, Ohio

David Lewis, being duly sworn upon his oath according to law, deposes and says·

1. I am the manager of Docktor Pet Center of 2731 Eastland Mall, Columbus, Ohio. We specialize in pets and supplies.

2. I am familiar with the facts and circumstances involved in this action.

3. Our store uses the services of REA Air Express, as do the majority of the other Docktor Pet Centers.

4. REA Air Express is most efficient and convenient. When livestock (puppies, tropical fish, birds, reptiles, and small animals) are shipped REA Air Express, they are taken directly to the airport, bypassing the terminals. This type of handling is very rapid, lessening dangerous stress experienced by the livestock during shipment, especially during adverse weather conditions. The air delivery and handling by REA Air Express in the consignee's city is also quite rapid. The fact that the service is so fast means the danger of loss due to death and theft is minimal.

5. Other means of shipping livestock have proven to be unsatisfactory either because of expense or time involved in shipping (taking into consideration the stress factor)

6. Our store as well as the other Docktor Pet Centers would be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines.

David M. Lewis

Sworn to before me and subscribed by the above in my presence, this 31st day of May 1974.

WILLIAM H. HUMMONS
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES DEC. 27, 1976

Exhibit A-4

AKC REGISTERED
BEAGLES and ENGLISH SHEPHERDS

PAUL FRYE
615 — 422-4517

FRYE'S KENNELS

RURAL ROUTE 2 — BOX 270
BULLS GAP, TENN. 37711

June 10, 1974

To Whom It May Concern:

SUBJECT: Shippers statement of support for Railway Express Agency Air Express Priority Service for stay.

I, Paul Frye, am a shipper of live animals and am presently utilizing Railway Express Agency's air express services and have utilized this service almost exclusively for the past six years. I have found their service most satisfactory. I have never made a complaint to R.E.A. but have complimented them several times on their fast service and reasonable prices for their service.

If R.E.A. service is discontinued, it will force me to close my business because other methods of shipping have proved unsatisfactory as they have proved to be too slow and expensive.

Very truly yours,

Paul Frye

Subscribed and Sworn to before Me
This the 11th day of June 1974

NOTARY Public

Com Exp 10-19-75

Exhibit A-5

STATE OF KANSAS
SS:
COUNTY OF JACKSON

AFFIDAVIT

I, Donald L. Jones, Vice President of the Jones Kennels, Inc. of Netawaka, Kansas, of lawful age and first being duly sworn does hereby state:

That this affidavit is hereby given for the purpose of showing that the removal of the REA Express Service from our area would be detrimental to our kennel business for the following reasons:

1. REA Express offers pickup and delivery service, and if this service was deleted it would be harmful, because many pet shop owers cannot pick up their puppies at the air port, so they must rely upon a delivery service in their business.

2. REA Express offers single billing. It would be very expensive to ship animals by air, unless single billing is guaranteed as it is by REA Express.

3. Affiant states further, that REA Express offers prepaid or collect shipments and we use the collect method of shipment, as this is needed to insure payment of express charges.

4. REA Express handles animals as part of its express service and it would be too expensive for us to ship animals by air if it were not for REA Express.

5. REA Express has offline and tracking service offered as part of their express service. The tracking service is extremely helpful to a shipper of live animals due to the time factor involved in that the REA Express helps keep destination points to a minimum and this insures the delivery of healthy animals.

6. Further affiant states, that at this time there is no substitute service and that the only express service in existence at this time is REA Express, and further that air shipment service must be available to our business in order to insure the live delivery of animals in our business. Other delivery of animals is much too slow, and if REA Express would not be available to us, it would press an extreme hardship on our business, and maybe even force us out of business.

Therefore, we feel because of the above mentioned statements, there is a real need for the continuation of the REA Express Service in this area in order to service our business, as well as other businesses that must rely upon expedient shipments of merchandise in order to maintain and conduct business.

Further affiant saith not.

Dated this 10th day of June, 1974.

Donald L. Jones
Donald L. Jones

Subecribed and sworn to before me this 10th day of June, 1974.

Howard S. Dunn - Notary Public

My Commission Expires: May 8, 1975

Exhibit A-6

State of Pennsylvania) ss:
County of Schuylkill)

Lee A. Kiefer, being duly sworn upon his oath according to law, deposes and says:

1. I am the owner of L. & L. Pheasantry, of Hegins R.D. #2 Hegins, Pa. 17938. I am a commercial propagator of game birds.

2. I am familiar with the facts and circumstances involved in this action.

3. We use the services of REA Air Express, as do the majority of commercial and hobbiests who are producing game birds. Our shipments are usually distant and require air transportation.

4. There are several reasons our firm as well as our industry uses REA Air Express. The most important reason is, we are shipping live birds. These birds must not be in transit very long. We also ship frozen game birds which must be delivered promptly. Hatching eggs are also perishable and must receive priority service. We also produce and ship several rare and exotic species of pheasants and peafowl. Some of these are quite valuable and delicate, again prompt service is required. REA can give us complete pickup and delivery service on one single billing. They are able to handle prepaid, collect and C.O.D. shipments. REA provides off-line service. The shipment never leaves their control. They provide priority service interlying between airlines. We are able to take our shipments directly to the REA office at the Harrisburg, Pa. airport and REA is able to route the shipment with priority service through various airlines and airports direct to our customer. We need make only one contact to make a shipment anywhere in the country. REA also provides us with export service. REA offers export document service too. We are using their domestic and export service for several years with very good results.

5. Without the services of REA Express, we have no method of shipping live birds. Many times the airline freight service has refused our shipments. The airline rates are very high and each time the shipment is transfered to annother airline a fee is charged. If the shipment can't be carried direct by the airline receiving out shipment the costs are high and it is difficult to receive prompt service. Parcel Post limits shipment of live birds to baby chicks, which are only a portion of our sales, and even then baby chicks can go only as far as the third postal zone. Motor common carriers, United Parcel Service and other common carriers will not handle any live birds.

6. Your affiant would suffer great injury if REA Air Express service is discontinued as the result of the C.A.B. orders. If we do not have the service of REA Air Express we have no method of shipping our product. This would not only affect us to the extent of closing our business, but it would also affect our customers. We supply hotels, restaurants, and Gourmet Food Stores with frozen game birds. We supply hatching eggs and baby chicks to other smaller producers of game birds. We supply commercial and private hunting resorts with live game birds, and we supply game birds and exotic and rare species of pheasants and peafowl to zoos, parks, and private collections all over the country. All of the above would be left without a supplier since they depend on our shipments.

Lee A. Kiefer

Subscribed and sworn to before me this 3rd day of June, 1974

Notary Public

EARL W. KIEFFER, Notary Public
Hegins Twp., Schuylkill Co., Pa.
My Commission Expires Dec. 5, 1977

Exhibit A-7

Goff Kaul
June 6. 1974

We, Walter Alice Porter, being duly sworn upon his oath according to law. desposes and says.

The Railway air Express is badly needed by us. any change in shipping our puppies would be a great loss of income to us. we feel a deffenate need for continuation of R.E.A. no other Carrier has offered air service as good as we receive from Railway Air Express.

Alice Porter
Walter Porter

Subscribed and Sworn to before me this 8th day of June 1974

Harold Kaul

Harold Kaul Notary Public

My Commission Expires Dec 4, 1974

Exhibit A-8

DEL & BETTY LANE

PHONE: 913-948-2557

Trailane Kennels

A.K.C. REGISTERED PUPPIES

SOLDIER, KANSAS 66540

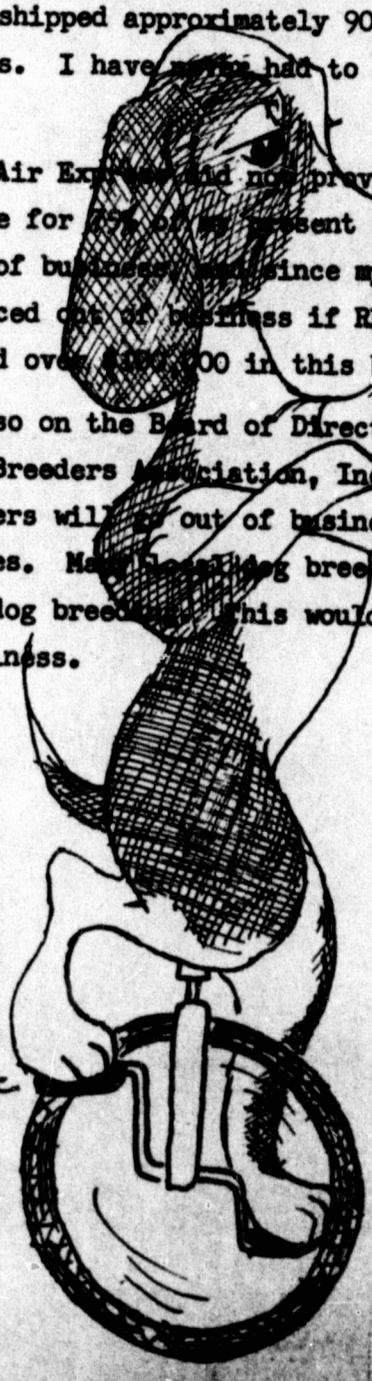
STATE OF KANSAS)
: ss.:
COUNTY OF JACKSON)

DEL LANE, being duly sworn, deposes and says:

1. I own Trailane Kennels, Route #1, Soldier, Kansas 66540. For the past 10 years I have shipped approximately 900 shipments of dogs (5,000) dogs a year via REA Air Express. I have never had to file a damage claim on these shipments in 10 years.

2. If REA Air Express did not provide service, there would be no delivery service available for [illegible] present customers. Since I have to sell 100 dogs aweek or go out of business, and since my consignees will not pick up shipments, I would be forced out of business if REA Air Express discontinued its services. I have invested over $[illegible]00 in this business which would be lost.

3. I am also on the Board of Directors and Vice President of the National Pet Dealers and Breeders Association, Inc. In that capacity, I can say that many other dog breeders will go out of business if REA Air Express is forced to discontinue its services. Many [illegible] dog breeders are farmers who make needed supplemental income from dog breeding. This would be lost to them should REA Air Express go out of business.



Del Lane

Del Lane

Sworn to before me this
10th day of June 1974.

M G Johnson
Notary Public

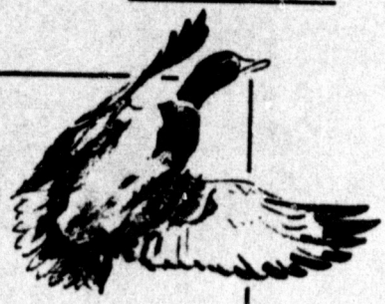
My commission expires
August 31-1977

Exhibit A-9

Schoebel FUR and FEATHER GAME FARM

ROUTE 2 BOX 30B NESHKORO, WISCONSIN 54960

Phone: 414-295-3007



Breeder – Exhibitor – Dealer of Rare Birds and Animals

To Whom it may concern. 5/30/74

I have heard that REA is going to loose it's air priority. If this should happen it would create a severe hardship on myself,as well as the other shippers in the area.I would have to drive a round trip of 100 miles to ship my livestock and then would not be sure if the airline would take all the shipments.

REA has always given me very good service,They pick up,and delever at a point near here,and they take all my shipments,not just the cream.

I would like to see REA keep it's Air Priority.

Leslie L Schoebel
Owner & Operator of the Fur & Feather
Game Farm,
Leslie L Schoebel

Subscribed and sworn to
before me this 31st day of May, 1974

Margaret Kuell, Notary
State of Wisconsin
County of Green Lake.

My Commission Expires June 14, 1975

Exhibit A-10

May 23, 1974

Shippers statement of support of R E A Air Express
Application for Stay

My name is Roger Gridley and I am the Owner-Manager of White's Rabbitry, 243 E. Streetsboro St., Hudson, Ohio 44236.

In this capacity I am responsible for directing and controlling our transportation requirements. My Company is in the Rabbit Brokerage business. We rely heavily on R E A Air Express. Last year, for example, we used this service for the movement of approximately seven hundred eighty (780) different shipments involving approximately nine thousand three hundred sixty rabbits (9,360). We have breeders all over the country. Therefore we have forwarding points all over the country. Because our customers are located all over the country, so are the destination cities.

Most of our breeders and customers live nowhere near a big city, and it is imperative that we have the services of R E A, which coordinates Air and Surface deliveries. Not only that, but with the help of the R E A directory we know and put on our labels exactly which airport we want the shipment to go to so we can advise the customer in advance. If the servicing airport to the customer is too far for the customer to drive, we can also inform him/her which town nearer does have an R E A delivery point, and the customer can pick the rabbits up at that point.

With livestock, speed is of utmost importance. Using R E A, if a shipment is either lost or the customer can't be found, we have a single network of nationwide offices to try to resolve the situation. Because we are dealing in small livestock, this service is imperative.

This is NOT the case with Air Freight. One of our shipments was sent Air Freight by mistake. It went from Alabama to Kansas twice (meanwhile no one knew at any point where the shipment was or why it was doing that); finally the Birmingham airport sent the shipment to the Massilon airport for the breeder to pick it up. All the rabbits died. We had to pay all the freight, pay the breeder for the rabbits, and refund the customer!

I am enclosing one of our shipping labels. Please help keep R E A Air Priority Service.

5/23/74

Roger D. Gridley

Gary N. Sylvester

GARY N. SYLVESTER, Notary Public
For Summit County, Ohio

Exhibit A-11

ARS SPRAGUE DAWLEY
laboratory animal division of the Mogul Corp.

SPRAGUE-DAWLEY FARM, Seminole Highway • P.O. Box 4220, Madison, Wisconsin 53711 • Telephone (608) 221-2211

May 30, 1974

John Rast, being duly sworn upon his oath according to law, deposes and says:

1. I am Traffic Manager of ARS/Sprague-Dawley of Seminole Highway, Madison, Wisconsin. Our firm breeds laboratory animals.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express for the vast bulk of our shipments to various points in the United States.

4. There are several reasons our firm uses REA Air Express. First, REA Air Express is most efficient and convenient. One need only hand the shipment to the truckman, who issues a receipt to the consignor. The truck then takes these parcels directly to the airport, bypassing the terminals. This type of handling is very rapid and very satisfactory to us. Second, the air delivery and the handling by REA Air Express in the consignee's city is also quite rapid. Third, the fact that the service is so fast means the danger of loss due to sickness or theft is minimal.

5. Occasionally, other means of shipping our animals are used but they are not as satisfactory as REA Air Express.

6. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines.

John Rast
John Rast

Subscribed and sworn to before me on this 3rd day of June, 1974.

Carl C. Halvorson

My commission expires July 11, 1976

Exhibit A-12

SUBSIDIARIES
Charles River France, S.A. France
Canadian Breeding Laboratories, Ltd. Canada
Charles River Italia, S.p.A. Italy
Charles River Group England

Lakeview Hamster Colony - U.S.A.
Charles River Mouse Farms, Inc. - U.S.A.

THE CHARLES RIVER BREEDING LABORATORIES
INCORPORATED

HENRY L. FOSTER, D.V.M., President

WILMINGTON, MASS. 01887

Area Code 617 · Tel. 658-6000
Cable: CHARIVER · Wilmington

June 6, 1974

State of Massachusetts
County of Middlesex

Theodore D. McCormack, being duly sworn upon his oath according to law, deposes and says:

1. I am the Customer Service Manager of The Charles River Breeding Laboratories, Inc., 251 Ballardvale Street, Wilmington, Massachusetts. We produce and sell laboratory animals for use in biomedical research.

2. I am familiar with the facts and circumstances involved in this action.

3. Our company uses the services of REA Air Express, as do the great majority involved in shipping laboratory animals.

4. There are several reasons why our company uses REA Air Express. First, REA offers extensive routes servicing all parts of the United States. No other single forwarder offers this service. Second, REA offices handle our product with the special care that is quite necessary due to its perishable nature. The next day delivery at the consignee's door by REA is ideally suited to the laboratory animal industry. Third, REA's single billing for door to door service eliminates many headaches on prepaid shipments. Many airlines and freight forwarders do not offer delivery service from the destination airport and one must engage a trucker to get his product delivered to his customer.

5. Direct air freight is used on occasion. However, since live animal regulations differ from one carrier to another problems continuously arise concerning number of animals per aircraft, cities served and conflicting schedules. When we use REA, we eliminate these headaches because REA acts in our interests.

6. In conclusion REA Air Express is vital to the survival of the small animal industry and to the continuation of biomedical research.

Theodore D. McCormack

Subscribed and sworn to before me this 7th day of June, 1974.

Notary Public

Exhibit A-13

Charles River Lakeview

State of New Jersey)
County of Cumberland) ss.

Gilbert M. Slater, being duly sworn upon his oath according to law, deposes and says:

1. I am the President of Charles River Lakeview, 2569 West Weymouth Road, Vineland, New Jersey. We are producers of laboratory animals.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express for the vast bulk of our shipments to points outside our delivery area.

4. There are two basic reasons our firm uses REA Air Express. First, is the priority which these shipments receive. In shipping live animals it is imperative that shipments move quickly and efficiently to their final destination. Secondly, REA Air Express will accept shipments and make delivery to out-of-the-way places. This complete delivery door to door facilitates shipments of live animals.

5. Due to the very nature of live animal shipments, surface carriers are not satisfactory. Therefore we must use air transportation and REA plays an intrical part in movement of these shipments. If this type of service were curtailed, it would present a serious hardship on our long distance business.

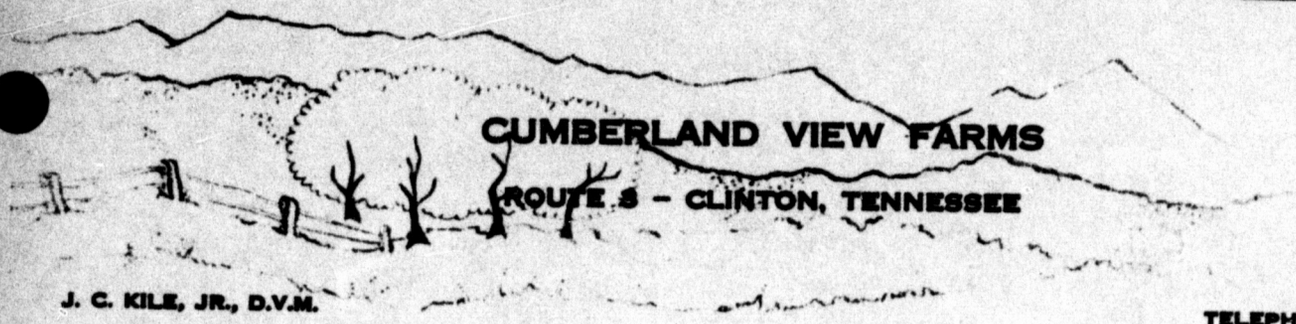
Gilbert M. Slater, President

Subscribed and sworn to before me this 3 day of June, 1974.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 17, 1978

Kathleen A. Wagner
Notary Public

Exhibit A-14



CUMBERLAND VIEW FARMS

ROUTE 8 - CLINTON, TENNESSEE

J. C. KILE, JR., D.V.M.

TELEPHONE 457-9414

June 6, 1974

TO WHOM IT MAY CONCERN:

SHIPPER'S SUPPORT OF REA AIR EXPRESS PRIORITY

The business we operate consists of shipments of live animals which play a very important role in medical and biological research both in all areas of the USA and foreign countries. We are one of the largest suppliers of special strains of inbred mice being used in private, State and Federal research institutions, which research is extremely important to the future health and welfare of the people of the country.

We utilize REA Air Express services exclusively because of their efficiency in handling and their priority of loading at interline points, and the delivery to off-line points at destination. Should REA Air Express lose this priority it would jeopardize not only our business but the proper functioning of many medical and research institutions as well.

STATE OF TENNESSEE)
)
COUNTY OF ANDERSON)

J. C. Kile D.V.M.
J. C. Kile, D.V.M.
Owner

Personally appeared before me, Rutherford B. Simpson, a Notary Public in and for said County and State, J. C. Kile with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at office the 6 day of June, 1974.

Rutherford B. Simpson
Notary Public

My Commission expires 10-17-76

Exhibit A-15

State of Pennsylvania
County of Westomreland ss: RT

Thomas R. Miedel, being duly sworn upon his oath according to law, deposes and says:

1. I am the Vice President of Hilltop Lab Animals, Inc. of R.D. # 1, Scottdale, Pennsylvania. We supply animals for research purposes.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses REA Air Express services to transport our animals from the Pittsburgh Airport all over the United States & Canada

4. REA Air Express is the only way we can ship our animals quickly from our facility. These animals are live and healthy and must remain that way until picked up at their destination or else delivered by REA trucks on the other end. There can be no delay. Medical Research would suffer as would the testing laboratories that use these animals if the services of REA Express were to terminate.

5. We do have some truck delivery done by our own air-conditioned trucks in a 500 mile radius, but we must have the REA Air Express for shipments that go a great distance. Our shipments that go to the west coast are quite large as we have a subsidiary office in Los Angeles, California. No other common carrier is allowed to transport live animals

6. This facility has used REA Air Express for 45 years and we would be forced to terminate our type of business if REA Air Express is discontinued.

Subscribed and sworn to before me this 4 TH day of June, 1974.

Thomas A. Morris
Notary Public

THOMAS A. MORRIS, Notary Public
Scottdale, Westmoreland County, Pa.
My Commission Expires
December 6, 1976

Thomas R Miedel
Thomas R. Miedel

Exhibit A-16

HOLTZMAN COMPANY

P.O. BOX 4068 MADISON, WISCONSIN 53711
1-608-271-6441

May 30, 74

Jon Holtzman, being duly sworn upon his oath according to law deposes and says:

1. I am President of Holtzman Company of Madison Wis. We raise and ship albino rats throughout U.S.A. for medical Research purposes

2. I am aware of REA's efforts to retain its Priority service.

3. In this connection, our continued use of REA's Express Priority service is necessary. We are to continue to service our various Government Defense and Research contracts with these rats which are perishable and whose prompt early delivery is vital to the research effort. Without REA to carry our rats, we know of no other carrier to use and would lose more than 80% of our sales.

Jon Holtzman

The above, Jon Holtzman, appeared before me a Notary Public this 30th day of May, 1974

Eleanor Eichman
(Eleanor Eichman)
My Commission Expires May 22, 1977

Exhibit A-17

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA Express, Inc., Petitioner,	:	Docket No. 74-1611
v.	:	
CIVIL AERONAUTICS BOARD, Respondent.	:	AFFIDAVIT

STATE OF MAINE)
: ss.:
COUNTY OF HANCOCK)

John L. Dorey, being duly sworn upon his oath according to law, deposes and says:

1. I am the Manager of the Production Department of The Jackson Laboratory of Bar Harbor, Maine. The Jackson Laboratory is the largest center for research in mammalian genetics in the world and distributes approximately 2 million genetically standardized mice and rabbits to the world-wide scientific community each year.

2. I am familiar with the airlines request to create an industry-wide priority cargo service. This affidavit is submitted in support of the application filed on behalf of REA Express, Inc., to stay the termination of air express by the Civil Aeronautics Board.

3. Ever since the founding of the Laboratory in 1929, research workers throughout the world have depended on The Jackson Laboratory for a continuous supply of unique, highly specialized, and, in many cases, very rare animal models for use in biomedical research programs. It is vitally important that laboratory animals be transported from the breeder to the user's laboratory as rapidly as possible to minimize stress and exposure to the elements.

4. For the past 45 years the Laboratory has used the REA Express system almost exclusively. REA is a full-service door-to-door transportation system wherein shipments travel on one simple unified waybill under centralized responsibility and control for pick up, routing, delivery, and settlement of claims, to any corner of the United States.

5. The Jackson Laboratory is geographically located in northeastern Maine. The nearest major airport is over 50 miles away and is serviced only by Delta Airlines. Yet there is an REA Express office giving the full service of pick up, delivery, and routing of all of our shipments. The Laboratory is currently shipping an average of 38,000 mice (1200 pieces) weekly from Bangor, Maine. These are consigned to 400 different institutions in 250 different localities throughout the United States and Canada. If REA Air Priority service is discontinued it is entirely possible that we will have to transport shipments of mice to Boston, Mass., some 290 miles from the Laboratory. In turn it is conceivable that the consignee (research workers) will have to travel many miles to a major airport to pick up the shipment.

6. The scientific community in the United States and Canada engaged in biomedical research for the benefit of mankind will be seriously impaired if the REA Air Priority service is discontinued and equivalent tried and tested service is not substituted for it.

John L. Dorey

Subscribed and sworn to
before me this 11th day
of June, 1974.

Notary Public

Exhibit A-18

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

I, HARRY C. SIMONSEN, being first duly sworn, depose and say:

I am the President of Simonsen Laboratories, Inc., 1180C Day Road, Gilroy, California 95020. We raise animals for research purposes. These animals are essential to the health and well-being of the entire population since they are used in all forms of medical research and in the testing of most all drug products as they are being manufactured for market.

I am familiar with the facts and cirucmstances involved in this action.

Our firm uses the services of REA Air Express for the majority of our shipments within the United States. There are many reasons our firm uses REA Air Express, among which are the following.

We ship thousands of rats and mice throughout the United States weekly. Our rodents are a perishable item and as such must be moved quickly and efficiently. REA Air Express has always been able to do this.

Occasionally the freight divisions of the various airlines have been used, and they have not been able to provide us with the fast efficient priority service which is essential to our business. For example, the lines have subjected us to many delays and even informed us that such delays could run up to 72 hours. This would be fatal. Even though Airline X informed me there would be the 72-hour delay, REA Air Express accepted our shipment of animals and the rodents left on the same Airline X's next flight within two hours!

REA Air Express service as it now exists is essential to our survival. We who need fast efficient priority service

will suffer needless losses if REA Air Express is discontinued.

Harry C. Simonsen
HARRY C. SIMONSEN

Subscribed and sworn to before me
this 31st day of May, 1974.

Grace E. Sandersen
NOTARY PUBLIC

Exhibit A-19

A F F I D A V I T

STATE OF TENNESSEE)
) SS:
COUNTY OF WEAKLEY)

Chandler King, being duly sworn upon his oath according to law, deposes and says:

1. I am the owner of Southern Biological Supply Company, McKenzie, Tennessee. We supply materials to high school and college laboratories, live creatures as well as chemicals.

2. I am familiar with the facts and circumstances involved in this action.

3. My company uses the services of Air Express as do the majority of biological supply firms, shipping to schools all over the country.

4. There are many reasons for using Air Express. First, REA Air Express picks up at my dock every day. Second, a single receipt is issued, signed by the driver and the shipment is on its way. This type of handling is rapid and is satisfactory to us. Third, the air delivery at the consignee's city is fast.

5. Occasionally other means of shipping our supplies are used, but they are not as satisfactory as REA Air Express. We ship a great quantity of mice and rats. Air Express is the only carrier to provide a service that we can depend on.

6. We will be harmed immensely if REA Air Express is eliminated because the service they offer is not available by other carriers today.

Chandler King
Chandler King

Subscribed and sworn to before me this 6 day of June, 1974.

Vicki Wilkerson
Notary Public

Exhibit A-20

STATE OF TEXAS)
: ss.:
COUNTY OF HARRIS)

ROBERT SABOL, being duly sworn, deposes and says:

1. I am the Vice President for Operation of the Texas Inbred Mice Company, 305 Almeda - Genoa Road, Houston, Texas 77047. I am in charge of meeting the transportation needs of my company, which is in the business of breeding and distributing live laboratory animals.

2. The Texas Inbred Mice Company relies heavily on REA Air Express. Lastyear we used it for the movement of approximately 2500 shipments of over 225,000 laboratory animals form Houston, Texas, to destinations all around the country.

3. REA Air Express is essential to our transporation needs. Our business requires the consistently expeditious one day service which REA Air Express has been providing. We have found no other service which completely meets our needs.

4. If Air Express is terminated, we will be irreparably injured.

Robert Sabol
Robert Sabol

Sworn to before me
this 3rd day of June
1974 .

Jacqueline S. Holmes
Notary Public

JACQUELINE S. HOLMES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Exhibit A-21

State of Illinois
County of Lake

Lester D. Hinkley, being duly sworn upon his oath according to law, deposes and says:

1. I am the Corporate Traffic Manager of Abbott Laboratories, North Chicago, Illinois. We have occasion to ship drugs, medicines, etc. requiring priority service to cities throughout the United States as well as the world.

2. I am familiar with the facts and circumstances involved in this action.

3. A portion of the material we ship is radioactive and requires expedited and special handling which we are now receiving from REA Air Express, both domestic and international traffic.

4. We also feel that our life-saving drugs and products, such as pacemakers, must get to the hands of Doctors with utmost expediency. Consequently, we feel there is a great need for a priority carrier and REA Air Express appears to be the only one who can and is now doing the job.

5. As you can see, if REA Air Express is allowed to be discontinued, our Company would receive irrevocable damage which would not only affect us, but our customers as well; because if our shipments are not boarded on the first available flight, it would mean not only an economic loss for us, but much more importantly, could cause the loss of human life.

L. D. Hinkley
Corporate Traffic Manager

Abbott Laboratories
Firm

14th and Sheridan Road
Address

North Chicago, Illinois 60064
City, State, Zip Code

Subscribed and sworn to me this 7th day of June 1974.

Notary Public

Exhibit A-22

STATE OF TENNESSEE)
: ss.:
COUNTY OF Davidson)

JACK C. DUGGIN, being duly sworn, deposes and says:

1. I am Director of the Blood Bank Foundation, 1921 Broadway, Nashville, Tennessee 37202. In this capacity I am responsible for fulfilling our transportation requirements in the best manner possible.

2. The Blood Bank Foundation relies heavily on REA Air Express. In 1973 we used it to ship approximately 950 shipments of whole blood from 2 originating to 40 destination points.

3. Our business requires the consistently expeditious service which REA Air Express provides. We have found no other service which will meet our needs. I have used several air freight forwarders but they have only provided service which is too slow and inconsistent for our needs. As an example, Airborne's service takes approximately 2 days between Nashville and Florida. REA consistently provides us with 24 hours or less service between these points.

4. If Air Express is terminated, we will be irreparably injured.

Jack C. Duggin

Sworn to before me
this 30th day of May 1974
Joyce A. Smith
My Commission Expires Aug. 16, 1977

Exhibit A-23

Central New York
Eye Bank, Inc.
Upstate Medical Center, 750 East Adams Street, P. O. Box 21, Syracuse, N. Y. 13201

SIGHT
RESTORATION
AND
RESEARCH

Day or Night
(315) 471-6060

Medical Director
James E. McGraw

OFFICERS

James W. Jerva
President

Richard H. Martin
1st Vice President

Marvin Dix
2nd Vice President

Carl A. Dodge
3rd Vice President

Dr. Donald M. Dixon
Secretary

James E. Nolan
Treasurer

Maurice H. Sharp
Legal Advisor

Frank Bloomingdale
Eye Emergency Network

June 10, 1974

TO: Whom it may concern:

My name is Richard H. Martin, and I am the president of Central New York Eye Bank and Research Corp. located at Upstate Medical Center, P.O. Box 21, Syracuse, New York, 13201.

It is our function to attract donors, provide information and coordinate the donor, medical procedure, and donee transplantation sequence regarding the tissues of the human eye.

From the time of death of an identified donor, to the implementation of corneas of the donors eyes in the eyes of the recipient is necessarily of short duration.

Because of the limited time available for the successful transplantation of tissues, and the distances involved between compatibles, air transport is regularly used.

We often use REA Air Express to facilitate the successful completion of the donation because of their complete coverage of areas where our donors gifts may be needed. The pick up and delivery service is of excellent dependability, and the low cost is in the best interest of all involved. Of the greatest importance is the fact that our shipments receive priority boarding on all airlines so that we are assured that the shipment of human eyes is not delayed for other less essential freight.

It has been brought to our attention that the manner in which REA Air Express has served us in the past is in jeopardy of being changed. Any change which may slow the transport of these eyes, or increase the costs due to the necessity of paying extra for special handling, which we already get at no extra charge with REA Air Express, will be detrimental to the entire program. We have confidence in the service and economies inherent in REA Express' present operation.

May I request that REA Air Express' service remain unchanged for the continuation of the work we have developed for the good of the visually impaired.

Very truly yours,
Richard H. Martin
R.H. Martin
President

Subscribed and sworn to before me this 11th day of June, 1974.
Sharon Lee Hayes

SHARON LEE HAYES
Notary Public in the State of New York
Qualified in Onon. Co. No. 34-4501360

Exhibit A-24

COROMETRICS MEDICAL SYSTEMS, INC.

2 Barnes Industrial Park Rd • Wallingford, Conn. [illegible]

Thomas E. Baron, being duly sworn upon his oath according to law, deposes and says:

1. I am the traffic manager of Corometrics Medical Systems, Inc., 2 Barnes Industrial Park Road, Wallingford, Conn. We are manufacturers of medical electronic equipment.

2. Our firm uses the services of REA Air Express, as do many companies in the electronics industry, for a substantial portion of both inbound and outbound shipments.

3. REA "Priority" Air Express has been one of the most important parts of our sales and service program. It provides rapid and complete air service to many points not normally serviced by Air Freight Forwarders.

4. Elimination or alteration of "Priority" Air Express service would cause considerable problems in maintaining our excellent reputation, especially with regard to service in the field of Medical Electronics.

5. I use REA Air Express because of its extensive coverage; no pick-up or delivery charges and excellent service to off-line points.

6. I feel that the deletion of REA "Priority" Air Express would deprive the shipping public and the consumer of a much needed service.

Thomas E. Baron

Thomas E. Baron

Subscribed and sworn before me this 6th day of June, 1974.

Notary Public

TEB/ss

GENERAL ELECTRIC

Exhibit A-25

GENERAL ELECTRIC COMPANY • MEDICAL SYSTEMS DIVISION • 4855 ELECTRIC AVENUE, MILWAUKEE, WISCONSIN 53201 • AREA CODE 414-383-3

To Whom It May Concern:

Robert F. Pullen, being duly sworn upon his oath according to law, deposes and says:

1. I am the Manager of Traffic & Transportation, General Electric Company, Medical Systems Division, 4855 Electric Avenue, Milwaukee, Wisconsin 53201. We manufacture x-ray, therapy, heart pacing units, and hospital intensive care equipment.

2. I am acquainted with the facts involved in this action.

3. We use REA Air Express for the following reasons:

   A.) We ship the above named items daily to hospitals nationwide, REA Air Express has a market area which includes direct single line service to over 20,000 communities.

   B.) We make 24 hour a day, seven days a week, medical emergency shipments which include our pacemaker brand heart pacing units that are implanted in the human heart. Many times a human life hangs in the balance, dependent upon our ability to make an off hour shipment of a renewal part to a hospital who has experienced an emergency breakdown of the above named items. Such shipments were made during flood conditions in Ohio and Pennsylvania area this past spring.

4. Elimination of present contractual arrangements between REA-Air Express Division and certificated Airlines will very possibly result in a loss of air service and adversely affect the public convenience and necessity.

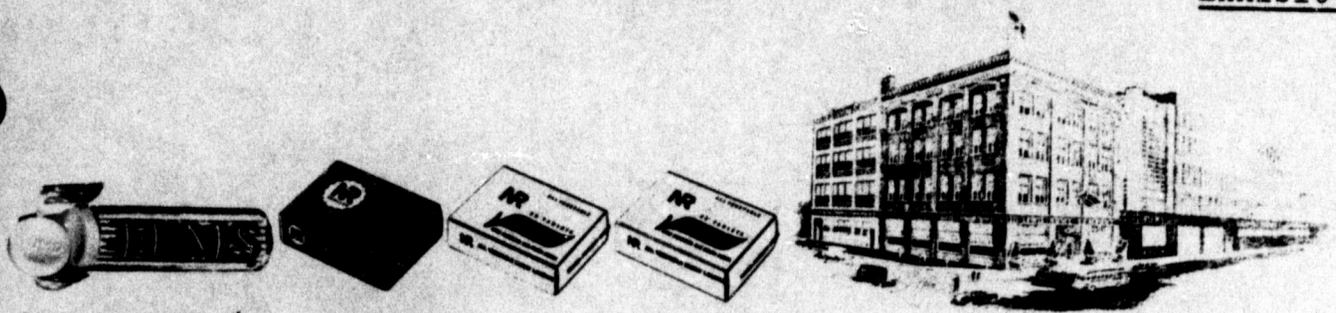
R F Pullen

Robert F. Pullen

Eleanor H. Oester

MY COMMISSION EXPIRES MARCH 19, 1978

Exhibit A-26



LEWIS/HOWE COMPANY 1111 SOUTH 4TH STREET · SAINT LOUIS, MISSOURI 63102

May 28, 1974

To Whom It May Concern:

We are writing in support of REA's request to continue their priority service with regard to air express shipments. It is our position as a shipper that having someone with priority status is a desirable commodity since we can at any time give shipments to someone such as this with reasonable assurance that it will be delivered in as short a time as possible. Other air freight services are fine if the space is available but because of this aspect cannot guarantee shipments which is so important to a shipper.

We would further support REA's request by virtue of the fact that they can supply door to door service through a single bill of lading. This, of course, saves both time and money. Also, because of the numerous points which they service it is of extreme importance to shippers such as we who ship to all points in the United States.

While, of course, we appreciate that some other company could provide this same type of service, we request that REA be given the privilege of continuing, at least until someone else can provide the same quality service. We would be happy to discuss the above in greater detail if you so desire.

SUBSCRIBED AND SWORN TO before me this 29th day of May 1974

Yours truly,

Robert Stewart
Notary Public
NOTARY PUBLIC, ST. LOUIS COUNTY MO.
My commission expires March 13, 1977

Wayne L. Roscoe
Wayne L. Roscoe, Manager
Physical Distribution Services

WLR/ec

Exhibit A-27

June 10, 1974

To whom it may concern:

My name is Lee C. Zeto. I am the Import/Export Manager for Medtronic, Inc., located at 3055 Old Highway Eight, Minneapolis, Minnesota.

Our company manufactures and sells cardiac pacemakers throughout the world. This affadavit is in reference to the "Priority" service we receive from REA Air Express.

Within the last year we have had several occasions where it has been necessary to ship our product (pacemakers) to Toronto, Canada, for a "life or death" operation.

One specific instance comes to mind. A two-week old baby needed our pediatric pacemaker implanted. Our office in Canada did not have this particular product and telephoned us and asked if we could supply it and if we could get the pacemaker to Toronto for an operation the next morning. I said we would try our best to supply the same day, which in the past has been utterly impossible. I contacted Air Express in Minneapolis and explained the situation to the International Department, they said they would pre-alert the Chicago office. I told them I would call Chicago also. When I contacted the Chicago office, I found out that all the available flights that day were booked full. After explaining the situation to the Chicago office, they told me they would take freight off the next scheduled shipment and put our freight on.

As a conclusion to this, the pediatric pacemaker arrived in Toronto within 12 hours after it left Minneapolis; and the operation the next day was very successful. I feel the "priority" service we received in this situation contributed tremendously to saving the life of the two-week old baby.

I sincerely hope this "priority" service will be in no way hindered in any way, shape, or form in the future.

Lee C. Zeto
Import/Export Manager
Medtronic, Inc.

Subscribed and Sworn to before me
this 10th day of June, 1974.

Jacquelyn Ann Lindberg

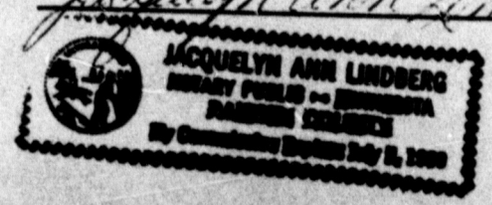


Exhibit A-28

PICKER CORPORATION
MEDICAL MARKETING DIVISION
1722 TOAL STREET
P. O. BOX 26368
CHARLOTTE, NORTH CAROLINA 28213

June 4, 1974

A F F I D A V I T

I, George Sproul, am the shipping manager for the district office of Picker Corporation, located at 1722 Toal Street, Charlotte, North Carolina.

I am familiar with the facts and circumstances involved in this action.

Hospitals and medical laboratories throughout the Carolinas place orders with us for various types of medical supplies and equipment, ie., film, chemicals, x-ray tubes, nuclear and ultrasound equipment. Because of the nature of these commodities and the fact that many shipments are for repair of analytical equipment used for patient diagnosis, it is absolutely essential that they move on a priority basis. REA Air Express has been the only carrier to satisfactorily meet our critical time requirements. There is not at present, nor has there been plans introduced for, a priority system that could even begin to approach the system that REA Air Express now employs--particularly to off-line points.

If air express ceases to exist as we know it today, and have benefited from for many years, it would severely impair our ability to fulfill the emergency requirements of health institutions throughout the country. Many times an additional day of intransit time simply cannot be tolerated, and this would be the case if an airline or freight forwarder were to handle our shipments.

I cannot over-emphasize the importance of Air Express to our operation. It is a tremendous asset for us to be able to return shipments to our factories in Bellwood, Illinois, Standord, Connecticut, and Stoughton, Massachusetts, for repair or replacement and have them back in the hands of our customers in very short order. These three destinations are points that we have consistently had difficulty with when shipments are handled by a freight forwarder or direct airline and moving on a "space available" basis. REA has demonstrated repeatedly that they are the only carrier that

can provide next day service to these cities--and the reason is priority.

It suffices to say that any business involved in the movement of critical shipments desperately needs a priority air cargo service, and indeed, is dependent upon such a service. If the CAB's decision is upheld, there will no longer be such a service in existence; and the traumatic effects of this decision will be manifested in the resultant failure of many corporations to provide a high caliber of service to their contingencies.

Sincerely,

PICKER CORPORATION

George Sproul

George Sproul
Warehouse Manager

The above subscribed and sworn to before me this 5th. day of June 1974.

Notary Public for N.C.
Commission expires: 2/25/75

PICKER

Exhibit A-29

Shipper's Statement of Support of REA Air Express
Application of Stay

I am James B. Maxin, Pharmaceutical Buyer for Revco Drug Stores, Inc..

We have found that REA Air Express is the only organization which can provide the door to door service which we require as shippers of life supporting drugs.

REA's priority and the one agency aspect of this service have proven to be the most efficient method in which to move our products from warehouse to our retail outlets for sale to our customers.

Therefore, I respectfully request that REA be able to maintain their priority which is necessary for their continued good service.

Respectfully,

James B. Maxin

James B. Maxin
Pharmaceutical Buyer

JBM/slm

Exhibit A-30

Saint Francis Hospital Center

SISTER M. SPONSARIA, O.S.F.
EXECUTIVE DIRECTOR

DON D. HAMACHEK
ADMINISTRATOR

June 6, 1974

TO WHOM IT MAY CONCERN:

St. Francis Hospital Center would like to express concern over the question of priority status of REA Express Air Service.

The service REA provides is greatly needed for all of our supplies which are requested on a must basis. We must know when a supply is available for scheduling purposes in our Surgery Department, Pharmacy, Intravenous, Radiation Therapy Department, etc.

The service they have provided in the past has been dependable and we hope it can be continued.

C. R. Greve

C. R. Greve
Assistant Materials Manager

CG/bj

Subscribed and sworn to before me this 6th day of June, 1974.

Dorothy A. Davis
Notary Public

My Commission Expires:
11-1-75

101 NORTH 17TH AVENUE BEECH GROVE, INDIANA 46107 • (317) 787-3311 • MEMBER GREATER INDIANAPOLIS HOSPITAL DISTRICT

Exhibit A-31

color-correct®

byron motion pictures
INCORPORATED

STUDIOS AND LABORATORY
65 K STREET, NORTHEAST, WASHINGTON, D. C. 20002 • 783-2700

June 11, 1974

TO WHOM IT MAY CONCERN:

1. I am a Vice President of Byron Motion Pictures, Inc., 65 K Street, Northeast, Washington, D. C. 20002, whose primary business is processing and printing of motion pictures and the duplication and syndication of video tapes for television.

2. I have been made aware of the action being taken to change the type of service that REA Air Express presently offers.

3. This firm uses REA for about 40 to 50 shipments each week and periodically special shipments amounting to as many as 150 in one day.

4. We use REA because we found that we can rely on one handler to move our shipments promptly from door to door. REA has, in the past, been able to predict the time of arrival at a destination and pre-schedule shipments weeks in advance all at a comparitively reasonable rate. Losses and delays have been minimal because REA has almost complete control of each shipment during handling and delivering. Any shipment arriving after program time becomes worthless.

5. Discontinuance of the present type of REA service would create an undue hardship on the American manufacturer.

Floyd Weber Jr.
Floyd Weber, Jr.

Subscribed and sworn to before me this 11th day of June 1974.

Mina P Costin
Notary Public
My Commission Expires Feb. 28, 1978

Exhibit A-32

State of Texas)
County of Harris) ss:

Bob McKay, being duly sworn upon his oath according to law, deposes and says:

1. I am Film Director of KHOU - TV, of 1945 Allen Parkway, Houston, Texas. We are a TV station.

2. I am familiar with the facts involved in this action.

3. My firm uses REA Air Express as do the majority of TV stations. They handle most of our shipments to points outside of Houston.

4. The reasons that we use REA Air Express are the swiftness and competency with which they handle our shipments. Also offered are dependable pick-up and delivery service, single billing (whether prepaid or collect), and a good tracking service.

5. Seldom do we use another shipper other than REA Air Express. Most other services are not as rapid and are more expensive. In moving a great deal of films, Air Freight is not as reliable and difficult to trace, especially when more than one carrier is involved.

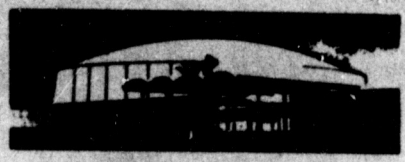
6. If REA Air Express is discontinued as a result of the CAB decision, this will cause problems to my company. No one else covers the country like Air Express.

Bob McKay

Subscribed and sworn to before me this 6th day of June, 1974.

Exhibit A-33

KTRK-TV CHANNEL 13



STATE OF TEXAS

COUNTY OF HARRIS

THOMAS H. CURRAN hereby makes the following affidavit:

1. I am Business Manager of KTRK-TV, 3310 Bissonnet, Houston, Texas. We are a commercial television station.

2. Our firm uses the services of REA Air Express, as do many television stations and suppliers of television programming for shipments of programming for broadcast. These shipments are on a very tight schedule to meet program broadcast times and are made to and come from various points in the U.S.

3. We use REA Air Express because of unique attributes not available to our knowledge from other air carriers. The most important being priority shipment which can mean whether or not we get a program to broadcast. Other services we find to be superior include scheduled pick up and delivery service; single billing. Prepaid and collect shipments on a single billing basis is very important since in many instances trans-shipments of programs are received in collect and sent out collect. The immediate tracking of shipments in transit is far superior to any other service we have experience with.

4. We have had experience with other air shippers but do not find their service as reliable or economic as REA Air Express.

5. We would be harmed by elimination of Air Express service in that we could miss broadcast of programs due to their non-arrival if we had to depend on other shippers.

Thomas H. Curran
Thomas H. Curran

SUBSCRIBED TO before me on the 10th day of June, 1974.

Betty Millican
Notary Public in and for Harris County

Exhibit A-34

national telefilm associates, inc.
10636 beatrice street, marina del rey, los angeles, california 90066 □ 213-390-3663 □ TWX 910-343-7417

June 7, 1974

TO WHOM IT MAY CONCERN:

National Telefilm Associates is a major distributor of television programming throughout the United States, making approximately 450 air shipments per week via REA Air Express which represents 95% of our total air shipments. During the course of one month we reach virtually every major and minor market in the United States and over the years have depended heavily on REA Priority Air Express to meet our program schedule commitments.

Approximately 40% of the REA Priority Air Express shipments are designated to cable stations throughout the United States. These cable stations are normally 35 or more miles outside the downtown areas and most of the air freight forwarders will not handle or deliver due to the so-called "beyond the city limit" delivery.

Since it was announced that REA Priority Air Express was to be discontinued, I have yet to hear from any airline or air freight forwarder with a plan equal to the current REA Priority Air Express service.

Discontinuance of the REA Priority Air Express would leave a tremendous void in air freight service and result in irreparable damage to our company and to our industry.

NATIONAL TELEFILM ASSOCIATES, INC.

Ken Harris, General Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On June 7, 1974, before the undersigned, a Notary Public for the State of California, personally appeared Ken Harris, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

OFFICIAL SEAL
PHYLLIS ERNST
NOTARY PUBLIC-CALIFORNIA

Phyllis Ernst

Exhibit A-35

SHIPPER'S STATEMENT OF SUPPORT FOR REA AIR EXPRESS FOR APPLICATION OF STAY

State of Tennessee)
) ss:
County of Shelby)

Fred Burns, being duly sworn upon his oath according to law, deposes and says:

1. I am the Film Director of WHBQ-TV, 485 S. Highland, Memphis, Tennessee. We are a local television station.

2. I am familiar with the facts and circumstances involved in this action.

3. Our station uses the services of REA Air Express, as do the majority of all TV and radio stations, for the movement of film, tapes and records to television stations all over the country.

4. There are several reasons for using REA Air Express. We get daily pickup and delivery service at our door. Weekend service is provided. One receipt takes our film all the way. All major airports are connected with up-to-date tracing systems.

5. We occasionally use other means to ship our film and tapes but for the most part, REA Air Express is much faster and provides a better service.

6. In the event REA Air Express service is discontinued, it would seriously hamper our operations, as no substitute plan or service has been offered to replace those presently provided by REA Air Express

Fred Burns
Fred Burns

Subscribed and sworn to me this 4 day of June, 1974.

Notary Public

Exhibit A-36

wjan

BOX 8080
CANTON, OHIO 44711
PHONE (216) 875-5542

June 3, 1974

My name is Jay Andrews and I am the film director of WJAN-TV, 6600 Atlantic Blvd, N. E., Canton, Ohio, offering this statement in support of STAY.

In the performance of my duties here in the television station, my responsibilities lie largely in the shipping and receiving of video tapes and films. The pre - recorded programs are expected to be here for checking their content, time and all necessary information ahead of air time.

I rely on the REA priority service for both shipping and receiving and without this service, we would be unable to present to our viewers, the scheduled programs planned weeks and months ahead of air date.

It is our belief, here at WJAN-TV, that Air Express Priority must be maintained.

SIGNED Jay L Andrews
Jay L. Andrews
Film Director

dmd

By: Jay L Andrews Title: Film Director
Subscribed and sworn to before me this
7th day of June
Notary Public: Jackie L Schwan
My Commission Expires:
Stark County, Ohio

JACKIE L. SCHWAN, Notary Public
Stark County, Ohio
My Commission Expires Mar. 8, 1978

Exhibit A-37

WLAC-TV INC.

474 JAMES ROBERTSON PARKWAY • NASHVILLE, TENNESSEE 37219
AC • 615 • 244-5000

June 5, 1974

To Whom It May Concern:

I have been using REA Air Express for fifteen years. Their service has been extremely dependable and their Air Express priority has helped me on many occasions. I would like to cite one incident that helped us recently.

On June 3, 1974, we discovered a defective tape on "To Tell the Truth" that was to air on June 5, 1974. When I called New York and asked for a replacement tape, they shipped by Air Express and it arrived in Nashville the next morning, June 4. It was in plenty of time for us to evaluate the quality and the program content.

If Air Express had not had air priority, I might very well have missed my telecast date. In television work, this type of problem occurs with a great deal of frequency. Therefore, I respectfully request that Air Express retain it's priority.

Sincerely,

Robert Fussell

Robert Fussell
Director of Film Operations

RF/nf

Signed and sworn to before me this 5th of June, 1974.

Jesse B. Thomas

Notary Public
My Commission Expires February 4, 1976

Exhibit A-38

State of Pennsylvania)
ss:
County of Lebanon)

Henry G. Urick, being duly sworn upon his oath according to law, deposes and says:

1. I am the program manager of television station WLYH, Lancaster-Lebanon, Pennsylvania. I directly supervise the shipments of syndicated program materials.

2. I am familiar with the facts and circumstances involved in this action.

3. WLYH-TV uses the services of REA Air Express, as does the majority of the television industry in "bicycling" syndicated television programs.

4. There are several reasons why WLYH-TV uses REA Air Express. First, it is necessary that the tapes and films scheduled to be televised be expedited as rapidly as possible. Television programs have a relatively short life span, as the program matter is many times topical (game shows, talk shows, sports, public affairs). In view of the high cost of tape and film production, the syndicator must have each program - print played on as many television stations as possible, to amortize the cost over several stations. Each print is "bicycled" from one city to another. For example, a Price Is Right program may arrive from Detroit that aired the preceeding Wednesday, be played by WLYH and shipped to Miami for telecast the following Wednesday. The lack of priority could be catastrophic if shipments did not arrive for telecast. The program is rather valueless to the television station after the designated telecast date.

5. REA is the only carrier who is heavily committed to these types of mini-shipments outside of the heavy metropolitan areas. The need for freight forwarders is sharply reduced, which can reduce mis-handling and mis-routing.

6. Your affiant would be injured if REA Air Express priority would be discontinued. It would not be in WLYH-TV's or the public interest to have the syndicated program industry disrupted.

Henry G. Uriek

Subscribed and sworn to before me this 4th day of June, 1974.

Notary Public

Exhibit A-39

DANIEL BREWER being duly sworn upon his oath according to law, deposes and says:

1. I am the warehouse supervisor of First Foto, Inc., 8622 St. Charles Rock Road, St. Louis, Missouri 63114. We are an infant photo company.

2. Our Firm uses REA Air Express daily.

3. REA Air Express offers rapid, efficient handling of our shipments.

4. REA Air Express offers the only dependable evening service to Cleveland, Cincinnati, Little Rock and Indianapolis.

5. Our Firm will be gravely injured if REA Air Express is discontinued as the percentage of my next day morning deliveries will drop.

Daniel Brewer

Daniel Brewer

SUBSCRIBED AND SWORN TO before me this 7th day of June 1974

Robert Hancock
Notary Public

NOTARY PUBLIC, ST. LOUIS COUNTY MISSOURI
My commission expires March 13, 1977

Exhibit A-40

FOX PHOTO

State of Texas)
County of Harris) ss:

John L. Boyd being duly sworn upon his oath according to law, deposes and says:

1.) I am the Plant Manager of Fox Stanley Photo Products, Inc. - 4827 Gulf Freeway, Houston, Texas 77023. We are Photofinishers.

2.) I am familiar with the facts and circumstances involved in this action.

3.) Our firm uses the services of REA Air Express, as do the majority of Photofinishers. We service 20 major cities throughout the U.S. outside of Houston daily.

4.) There are several reasons our firm uses REA Air Express. First, REA Air Express is most efficient and convenient. Second, they can trace interline shipments rapidly and make transfers at distant points expditiously. Third, the air delivery and the handling by REA Air Express in the consignee's city is also quite rapid. Fourth, the fact that the service is so fast means the danger of loss is minimal.

5.) Occasionally, other means of shipping our products are used but they are not as satisfactory as REA Air Express. Air Freight is sometimes used, however, transfers in distant points are a real problem creating delays and lost shipments. Our customers demand rapid and efficient service. REA has provided this for us consistently during the past 15 years.

6.) Our position will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines. If we cannot have at our disposal an effective means of delivering our products, we stand to lose a major portion of our business.

John L. Boyd

Subscribed and sworn to before me this 7th day of June, 1974.

JOSE GARCIA
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Notary Public

DIVISION OF FOX-STANLEY PHOTO PRODUCTS, INC.

gaf Photo Service
a division of GAF Corporation

Exhibit A-41

Stanley H. Gring, being duly sworn upon his oath according to law, deposes and says: I am the District Manager for G.A.F. Photo Service , Kenner, La. Our firm uses the services of R.E.A. Air Express and is in need of this service.

The priority service rendered by R.E.A. is vital to our operations to provide fast service to our customers. The single billing and tracking service is also important in our business.

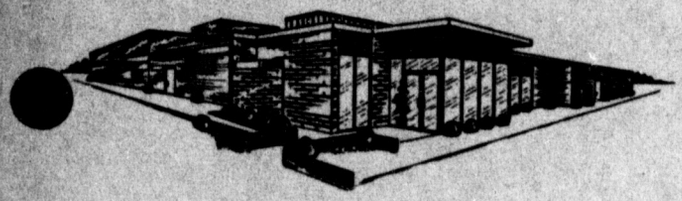
We would stand to lose thousands of dollars thru loss of sales if Air Express were discontinued.

Stanley H. Gring
District Manager

JACK F. [illegible]
NOTARY PUBLIC
My Commission [illegible]

755 East Airline Highway, Kenner, La. 70062, Telephone 504 722-5651

Exhibit A-42



JONES & PRESNELL STUDIOS, INC. 433 LAWTON ROAD • CHARLOTTE, N. C. 28216 • AREA CODE 704 - 394-1121

June 5, 1974

AFFIDAVIT

Dear Sirs:

I, Jerry Meacham, am Vice-President of Production for Jones and Presnell Studios in Charlotte, North Carolina.

We employ approximately 220 photographers who travel throughout the country taking photographs at many well known department stores. Quite often it is necessary for us to move shipments back to these stores by air cargo. We have used REA Air Express for this purpose for a number of years, and have been extremely pleased with their service. Their priority service, which is now in danger of cancellation, is urgently needed by us to fulfill commitments to our customers. In fact, our entire existence depends on our ability to produce quality photographs and deliver them to the customers expeditiously and in good condition.

There have been many freight forwarders and airlines who have solicited our business and have been given trial shipments. They have consistently failed to meet our time requirements and have fallen by the wayside. REA Air Express continues to handle our business, because they are the only nationwide priority air carrier that can meet our standard.

Should their priroity be cancelled, it would have a very serious effect on our ability to provide service to our customers, which would in turn, result in a substantial loss of revenue.

Because of REA'S nationwide coverage, we are able to serve many communities that are not located adjacent to an airport. Shipments to these points would take an additonal 24-48 hours for delivery if handled by other carriers, not to mention the fact that delivery would be accomplished by an agent. In certain instances, REA must also rely on an agent, but when it becomes necessary to do so, the agent works exclusively for REA - rather than a multitude of different carriers.

In summary, REA Air Express offers many advantages to us as a shipper. For them to be deprived of their priority status would

most assuredly have a severe impact on our ability to remain one of the foremost photography studios in the country. There are no alternate means of carriage available that can adequately service our needs; therefore, a crippling blow dealt to REA will undoubtedly be a crippling blow to our operation.

Cordially,

JONES & PRESNELL STUDIOS, INC.

Jerry Meacham

Jerry Meacham
Vice-President of Production

JM:pl

DECLARED AT Charlotte, N.C.

DATE June 5, 1974

Evelyn S. Howell
COMMISSIONER

My Commission Expires January 7, 1975

Exhibit A-43

tru-foto co.

DIVISION OF
PROGRESSIVE INDUSTRIES CORPORATION

2030 KUNTZ RD. • DAYTON, OHIO 45404
□ 1751 STATE RD. • CUYAHOGA FALLS, O. 44223
□ 3770D ZIP INDUSTRIAL BLVD. • ATLANTA, GA. 30354
□ 900 GARFIELD AVE. • JERSEY CITY, N. J. 07305

May 30, 1974

TO WHOM IT MAY CONCERN:

Reference: Shippers Statement of Support of REA Air Express Application for Stay

As General Manager of the Dayton plant of the Tru-Foto Company, I am responsible for directing the transportation requirements of our company. Tru-Foto is in the photofinishing business and the REA Air Express service is essential to our daily operations.

Three times each working day we use REA Air Express to ship film to three different destination sites. Over a period of a year we utilize REA Air Express approximately 800 times and plan to continue this same level of useage in the coming year.

In a business like ours where service and timing are paramount, REA Air Express is essential. We require the consistent expeditious service which REA Air Express priority can provide. We have found no other service that can economically and efficiently fill our needs. Other freight forwarders do not have the geographic coverage necessary for our needs nor can they offer the 24 hour service we require seven days a week.

In summary, only REA Express has the requisite priority, commodity coverage, cost advantage, and geographic coverage to meet our particular needs.

Leonard S. Swartz
Vice President, Dealer Sales
General Manager, Dayton Plant

LSS:jh

5/30/74
Margaret A. Krobot
MARGARET A. KROBOT, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Nov. 20, 1977

Exhibit A-44

State of Kentucky
County of Jefferson

John Thompson, being duly sworn upon his oath according to law, desposes and says:

1. I am employed by Armor Elevator Company, Inc. 5534 National Turnpike, Louisville, Ky. 40214 in the Traffic and Shipping Department.

2. I am familiar with the facts and circumstances involved in this case.

3. Our firm uses the services of REA Air EXpress.

4. We ship our repacement parts to various customers throughout the United States, and it is very important that these parts receive the fastest possible service. With REA Air Express Priority we are sure that they get on the first plane out and that they are generally in the customers hands the same day or the next day due to REA Air's efficient pickup and delivery service.

5. If REA Air Express is not permitted to operate as it has been, it will cause hardship on both our business and the expedient delivery of our parts to our customers. There is no alternate carrier we can use as economical and as efficient as REA Air Express.

John W. Thompson

Linda Zacha

Notary Public, State at Large, Ky.
My commission expires Oct. 14, 1974

Exhibit A-45

June 7, 1974

To whom it may concern:

George Wood, being duly sworn, deposes and says:

I am Remanufacturing Manager for Carterfone Communications of 2550 Electronics Lane, Dallas, Texas. We manufacture, service and place communications equipment.

I am familiar with the facts and circumstances involved in this action.

Our firm uses the services of REA Air Express because it is the most economical form of speedy service we have been able to find. It is imperative that we move our products quickly and at a price that is not prohibitive. This is why after trying many transportation companies we now use and depend on REA Air Express.

The economics of our firm would be gravely injured if REA Air Express service is discontinued because of recent CAB decisions.

George Wood

George Wood, Remanufacturing Manager

Subscribed and sworn to before this 7th day of June, 1974.

Mary Towns

Notary Public

Exhibit A-46

Colt Industries

Power Systems Division
701 Lawton Avenue
Beloit, Wisconsin 53511
608/364-4411

May 28, 1974

AFFIDAVIT OF: J. E. Chidiac
Traffic Manager
Colt Industries
Fairbanks Morse
Engine Division
Beloit, Wisconsin

TO WHOM IT MAY CONCERN:

Our need of priority air freight arises from the fact that repair parts for large electric generating sets and diesel engines which we originally manufactured and assembled in Beloit must be delivered to our customer/users immediately after their notification of repair parts required. Without immediate and coordinated delivery of these repair parts, the users would often be subject to power failures or no power for extended periods of time. Many of our customer/users are Municipal Power Plants which are the sole source of power to the homes, factories, hospitals, schools and offices in the area. In addition, these communities are, most often, distant from major airports having direct flights from Chicago.

We and our customers are therefore often faced with the need for a single carrier responsibility to expedite the movement of our air freight via the various modes of carriage and various carriers that often are involved in the over 2,000 air shipments we send from our plant each year. This difficulty is further increased by the fact that the individual parts being shipped can be extremely large and/or heavy thereby making it impossible to reduce the size or weight of the shipping package. Anyone in

...e air freight business would be aware of the formidable task this would present, especially in an emergency situation and without a priority single responsibility carrier such as REA Express.

REA Express is the only single-line carrier serving Beloit directly. In addition, due to the peculiarities of regulation, it appears that no air forwarder can legally serve Beloit, Wisconsin with their own equipment, although some can and do serve South Beloit, Illinois which is contigious to Beloit, Wisconsin.

At Beloit, Wisconsin, therefore, shippers would be, in effect, without single-line air freight service, much less a priority air freight service, if REA Express were to be removed from the picture.

Further, it appears logical to assume that if the air carriers were to remove REA Express from the picture they would be replacing it with some creature of their own which perhaps at best would only duplicate REA Expresses present service and at worst provide something less desirable. In addition, we and all other shippers and receivers in the nation would be faced with expectable "growing pains" of a new priority service.

We therefore recommend that some consideration be given to the concept of maintaining, or improving if possible, REA Expresses present service.

Signed by: J. E. Chidiac

J. E. Chidiac, Traffic Manager

JEC:vmm

Sworn to before me
this 28th day of May 1974

Notary
My commission expires 1/23/77

Dated at Beloit, Wisconsin on the 28th day of May 1974

J. E. Chidiac, Traffic Mgr. Colt Industries

Colt Industries/Fairbanks Morse Inc Power Systems Division

Exhibit A-47

STATE OF OHIO)
: ss.:
COUNTY OF CUYAHOGA)

NORBERT METZ, being duly sworn, deposes and says:

1. I am the Traffic Manager of Euclid, Inc., 222-21 St. Clair Ave., Euclid, Ohio 44117, which is in the business of manufacturing earthmoving equipment parts. I am responsible for its transportation. We rely heavily on REA Air Express. Last year we used this service for the movement of approximately 5000 shipments of machine parts between EUCLID, OHIO to 100 cities.

2. REA Air Express is essential to our transportation needs. Our business requires the expeditious service which REA Air Express priority has consistently been providing. We have found no other service which will meet our needs. I have used Airborne and found their services to be too slow and inconsistent. As an example, Airborne service takes approximately four days between Denver and Phoenix. REA provides us with one day service between these points.

3. If Air Express is terminated, we will be irreparably injured.

Norbert Metz
Norbert Metz

Sworn to before me this
30 day of MAY
1974.

Diane M. Brudish
Notary Public

My commission expires on Jan. 26, 1976

Exhibit A-48

Garlock

June 4, 1974

State of New York

County of Wayne

Village of Palmyra

Peter J. Lonneville being duly sworn upon his oath according to law, deposes and says:

1. My position with Garlock, Inc., Palmyra, New York is that of Traffic Manager. We are manufacturers of mechanical packing devices and related products.

2. I am familiar with the facts and circumstances involved in this action.

3. Garlock, Inc. employs the services of REA Air Express on numerous shipments to all points in the continental United States. The prime outlets for our products are distributors and original equipment manufacturers. These are located in all points throughout the United States, oftentimes in locations a considerable distance from major airports.

Garlock

4. There are several reasons why our firm uses REA Air Express. First, and most important, REA Air Express provides point to point service to all points in the United States. Second, Pickup and Delivery service to and from the airports is included in the line haul rate. This is of vital importance to us as we are located approximately 25 miles from the Rochester, New York airport where the cost of pickup and delivery for other modes of air shipments is $5.00 minimum charge per shipment or $2.25 per cwt., whichever is greater. Third, shipments via REA Air Express are handled on a single air bill which is important in tracing shipments and is also a savings on clerical functions.

5. Garlock, Inc. employs other modes of shipping via air but they are not as satisfactory as REA Air Express. Air freight is sometimes used but the cost of pickup and delivery adds to the overall charge making shipments via this mode quite costly. Also, shipments via air freight are subject to handling by several different airlines depending on point of destination. Air Freight Forwarders are used occasionally when a customer demands but again, multiple shipping documents and exorbitant charges are an unfavorable factor.

Garlock

6. Garlock, Inc. will be hampered if REA Air Express is discontinued as a result of an embargo by the airlines. We don't believe a comparable service is in the offering by the airlines should the discontinuance become a reality.

Peter J. Lamanelli

Subscribed and sworn to before me this 4 day of June, 1974.

Elizabeth J. Quinn
Notary Public
ELIZABETH J. QUINN
NOTARY PUBLIC, State of N. Y. Wayne County
My Commission Expires March 30, 1976

EXHIBIT A-49

THE Laitram CORPORATION

P. O. BOX 50699, NEW ORLEANS, LA. 70150, U.S.A. PHONE: AREA 504/733-6000 TELEX: 58-4230 CABLE: LAITCO

Larry Boudreaux, being duly sworn upon his oath according to law, deposes and says: I am the Traffic Manager for the Laitram Corporation. Our firm uses the services of R. E. A. Air Express and is in need of this service. Their single billing, tracking service and beyond or off line service makes them critical to our business. Our machinery is essential to the food processing industry and a break down in equipment can mean thousands of dollars in losses. Our company would suffer if air express were discontinued.

Larry Boudreaux,
Traffic Coordinator

Exhibit A-50

May 30, 1974

State Of Missouri (ss)
County Of St. Louis

Robert L. Bowron being duly sworn upon his oath according to law, deposes and says.

1. I am the Traffic Manager of Lincoln St. Louis Divn, McNeil Corp., St. Louis, Mo. We are manufacturers of lubrication equipment (Automotive Parts).

2. We have numerous customer requests for Air Express service on weights less than 100 lbs. to most cities over 100,000 population, both domestic and export, prepaid or collect.

3. Air Express has the only same day p.m. forwarding to Cleveland (Parma, Ohio) as requested by Chevrolet, thus averting an expensive shutdown in customer operations.

4. Free pickup and delivery together with priority loading go a long way in keeping these customers asking for REA Air Express.

5. Since most of our shipments fall in the less than 100 lbs. category the savings and service to larger cities has proven itself time and time again.

6. Chances are we may stand to lose considerable business, if we cannot have this most effective means (priority service) of delivering our products to meet our customers needs.

Robert L. Bowron
Traffic Manager

SUBSCRIBED AND SWORN TO before me this 6th day of June, 1974

Notary Public
NOTARY PUBLIC, ST. LOUIS COUNTY MISSOURI
My commission expires March 13, 1977

RLB/gj

Exhibit A-51

NCR

THE NATIONAL CASH REGISTER COMPANY

DAYTON, OHIO 45409

May 31, 1974

TO WHOM IT MAY CONCERN:

The NCR Corporation manufactures and distributes business machine systems ranging from cash registers to large computers. The Systemedia Division of NCR furnishes the paper, printed forms and other supplies for these systems. Our customers are in every imaginable location from a remote fishing lake in Utah to the Empire State Building in New York City.

A number of our manufacturing facilities are located in smaller communities not served by the larger aircraft. Since many of our customers are also located in more remote areas, it is vitally important to our business that an Air Express continue to be available that has at least the many attributes presently provided by REA service.

Priority boarding of our shipments is especially important. Without this, the very reason for shipping air in the first place would be completely nullified by delays that would otherwise be encountered.

It is difficult to understand how a substitute for REA Air Express Service could be established. No other single carrier has the scope of operating area provided by REA. It seems far more reasonable to work out whatever problems exist between REA and the airlines, and work towards improving an established service, than it is to try to put together what must be a "Mickey Mouse" arrangement involving all of the numerous air carriers.

One carrier service, with one carrier responsibility, is the only way we can be sure of adequate pickup and delivery service at both origin and destination even to communities beyond the service area of most companies - the handling of both collect and prepaid shipments, substitute service when necessary, easier tracing service, and single line claim settlement.

We have followed the many proceedings pertaining to Air Express service with a great deal of interest, and are continuing to maintain a keen awareness of the situation. I am the Division Traffic Manager of the Systemedia Division of NCR Corporation, and I am qualified and authorized to make the above statements.

J. T. Wheeler

J. T. Wheeler, Division Traffic Mgr.
NCR Systemedia Division
9095 Washington Church Road
Miamisburg, Ohio 45342

Sworn to and subscribed before me
this 31st day of May, 1974.

Marjorie J. Metzger
Notary Public

My commission expires April 30, 1978

[illegible] in and for Montgomery County, Ohio
[illegible] April 30, 1978

JTW:mc

Exhibit A-52

NORTH TEXAS BOLT, NUT & SCREW, INC

3008 AVENUE E EAST
ARLINGTON, TEXAS 76011

May 30, 1974

State of Texas
County of Dallas

Rex A. Wright, being duly sworn upon his oath according to law, disposes and says:

1. I am the President of North Texas Bolt, Nut & Screw, Inc. 3008 Avenue E. East Arlington, Texas 76011.

2. I am familiar with the facts and circumstances involved in this action.

3. My firm uses the services of REA AIR EXPRESS as the need arises.

4. REA AIR EXPRESS has the most rapid and most reasonable air service there is. To loose this air priority service would gravely endanger my company as all my shipment are of Priority nature. My product is needed immediatly to keep production lines moving, this includes the aircraft industry and automotive industry as well as many others.

5. My company will be gravely injured if REA AIR EXPRESS is discontinued as the result of an embargo by the airlines. I, we, cannot have at our disposal an effective means of delivery of our goods, many industries will suffer.

Rex A. Wright

Subsbribed and sworn to before me this 30th day of May 1974

Notary Public

Exhibit A-53

State of Kentucky
County of Jefferson

Ralph Cameron, being duly sworn upon his oath according to law, desposes and says:

1. I am the Traffic Manager of Votator Inc., of 10300 Bunsen Way, Louisville, Ky.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express.

4. We use the services of REA Air Express for our critical shipments of replacement parts because REA Air Express is the fastest and most efficient means of shipping to the greatest number of points of any carrier. REA Air Express also provides ground transportation for both pickup and delivery by a single carrier thus eliminating the extra accounting of two or three different bills.

5. I feel that if REA Air Express is discontinued it would hamper the speed and effectiveness with which we ship our replacement parts for our machines, and thus endanger our good relations with our customers.

Ralph Cameron

Subscribed and sworn to before me this 3rd day of June, 1974.

Exhibit A-54

State of Kansas)
County of Johnson) ss:

George F. Franklin being duly sworn upon his oath according to law, deposes, and says:

1. I am the Vice-President of Butler National Corporation, of 8246 Nieman Road, Lenexa, Kansas. We are Electronic Manufacturers.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express, as do many of the Electronics manufacturers in this area.

4. There are several reasons our firm uses REA Air Express. To tender a shipment to REA Air Express, one need only hand the shipment to the truckman, who issues a receipt of the consignor. The truck then takes these parcels directly to the airport, bypassing the terminals. This type of handling is very rapid and very satisfactory to us. The air delivery and the handling by REa Air Express in the consignee's city is also quite rapid. Also, the fact that the service is so fast means the danger of loss due to theft is reduced.

5. Occasionally, other means of shipping our products are used but they are not as satisfactory as REA Air Express. Air Freight is sometimes used, but service is not as rapid as REA Air Express. Parcel post will handle our equipment, but this service is very slow, and very inconvenient, since there are usually long lines at post office windows in the area in which our firm is located. Motor common carriers often do not accept our high value, low weight shipments.

6. Some additional benefits to Butler National are:

   a. Single billing

   b. Beyond or off line service (one agency)

   c. Single line claim settlement

   d. Tracing service

   e. Critcal Shipments (Aircraft on ground waiting on parts, or Airport navigation equipment our of operction, waiting on replacement parts.)

7. Last but not least; to our knowledge no other plan having the same service features has been offered in lieu of REA Air Express.

8. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an unfavorable ruling against REA Air Express. If we cannot have at our disposal an effective means of delivering our equipment, we may have to suffer unnecessary excessive freight costs.

George F. Franklin

George F. Franklin

Subscribed and sworn to before me this 30th day of May, 1974.

Betty J. Woodling

Notary Public

Betty J. Woodling
Notary Public, State of Kansas

My Commission Expires March 17, 1978

EXHIBIT A-22

ERIE TECHNOLOGICAL PRODUCTS

June 7, 1974

State of New York)
County of New York)

To whom it may concern:

I am the traffic manager of Erie Technological Products, located at 644 West 12th street, Erie, Pa. 16512. We are manufactures of semi-conductors and electronic parts which are shipped on a nationwide basis. Our firm depends heavily on REA Air Express Priority service and therefore I am familiar with the facts and circumstances involved in this action. I am very much concerned as to any changes in REA Air Express, and the effect it will have on my air shipments.

There are several reasons why we use REA Air Express. The first is that we receive a single billing which includes the pickup and delivery charges with no additional cost in most cases. There is no other service in Erie who has this to offer to my knowledge. All others are using a local cartage company to transport the freight to the Cleveland Airport thereby causing us more work to match up the cartage bills with the air bills. With REA Air Express we receive only one statement for both Pre-paid, and Collect shipments. Second, REA Air Express is very dependable as far as pickup service. We are only a few blocks from their terminal and a truck is always around to insure us of a daily pickup or even a special pickup directly to the airport if and when emergency shipments of such critical nature are needed. Third, is the very efficient tracing and handling provided by REA Air Express. Many times a "HOT" shipment will arise and we are forced to trace and obtain forwardings to advise our customers of the location of a particular shipment. REA Air Express has always proven very efficient in the handling and information required on such shipments.

However, we do on occasion use other means of shipping, but with reluctance. So far no other service has been as satisfactory or dependable as REA Air Express, in our transportation needs, and I don't believe that any other plan or service has been offered to replace those provided by REA .

The change or discontinuation of REA Air Express and their present services offered, would definitely have an adversed effect on our air shipping needs,and would cause undue hardships to my company, and our customers.

Hollie Bailey 6-7-74
Hollie Bailey

6/7/74
Florence D. MacKinnon
NOTARY PUBLIC
ERIE ERIE COUNTY, PENNSYLVANIA

4 WEST 12th STREET • ERIE, PENNSYLVANIA 16512

Exhibit A-56

STATE OF MISSOURI)
: ss.:
COUNTY OF ST. LOUIS)

JOSEPH H. KLOSTERMANN, being duly sworn, deposes and says:

1. I am General Traffic Manager of Emerson Electric Co., whose world headquarters are located at 8100 Florissant Ave., St. Louis, Missouri 63135. My company is a manufacturer of a complete line of electrical products, power transmission equipment and tools.

2. This corporation, its division and subsidiaries rely heavily on REA air express as evidenced by movement of over 3,735 shipments via this service in our fiscal year 1973. Our products are marketed nationally in the United States and throughout the world. This activity required REA air express service on shipments to our customers as well as incoming shipments of supplies.

3. Only REA air express offers the wide geographic coverage that we need. As shown by the attached appendix, our divisions and subsidiaries are spread throughout the country, many of them in small communities. Thus the following affiliates and divisions are located in small communities served by REA:

BROOKS INSTRUMENT DIVISION - Statesboro, Georgia

BROWNING MANUFACTURING DIVISION - Marysville, Kentucky

CROMOLAX COMFORT CONTROL DIVISION - Bennettsville, S. C.
Murfreesboro, Tenn.

ELECTRONICS AND SPACE DIVISION - Mt. Pleasant, Iowa

EMERSON MOTOR DIVISION - Kennett, Missouri
Oxford, Mississippi
Paragould, Ark.
Rogers, Ark.
Russellville, Ky.

IN-SINK-ERATOR DIVISION - Racine, Wisconsin

RIDGE TOOL DIVISION - Elyria, Ohio

SPECIAL PRODUCTS DIVISION - Paris, Tenn.

U. S. ELECTRICAL MOTORS DIVISION - Philadelphia, Miss.
Prescott, Arizona

WHITE-ROGERS DIVISION - Batesville, Ark.
Brunswick, Mo.

4. We have used air freight forwarders for certain shipments. We have had poor service by Jet Air Freight. Jet advised us that they booked space on aircraft flying from Ft. Worth, Texas, but our shipments were "bumped" off. We changed our routing to REA air express and this problem was overcome and the service provided.

5. Our requirements dictate the need for the consistently expeditious service and wide geographic coverage provided by this company, and REA air express is, therefore, essential to our transportation needs. If Air Express is terminated, we will be irreparably injured.

Joseph H. Klostermann

Sworn to before me, Claudine Boswell,
this 4th day of June, 1974

Claudine Boswell
Notary Public

My Commission Expires November 13, 1977

APPENDIX

ALCO CONTROLS DIVISION	- St. Louis, Missouri
ALCO CONTROLS DIVISION	- Clarksville, Tennessee
AKTOLIER DIVISION	- Garfield, New Jersey
AKTOLIER DIVISION	- Honeoye Falls, New York
BROOKS INSTRUMENT DIVISION	- Hatfield, Pennsylvania
BROOKS INSTRUMENT DIVISION	- Statesboro, Georgia
BROWNING MANUFACTURING DIVISION	- Maysville, Kentucky
CHROMALOX COMFORT CONTROL DIVISION	- Bennettsville, South Carolina
CHROMALOX COMFORT CONTROL DIVISION	- Monroeville, Pennsylvania
CHROMALOX COMFORT CONTROL DIVISION	- Murfreesboro, Tennessee
DAY-BRITE LIGHTING DIVISION	- St. Louis, Missouri
DAY-BRITE LIGHTING DIVISION	- Tupelo, Mississippi
DAY-BRITE LIGHTING DIVISION	- Sunnyvale, California
EDWARD HINES LIGHTING DIVISION	- Melville, New York
OMEGA LIGHTING DIVISION	- Melville, New York
ELECTRONICS AND SPACE DIVISION	- St. Louis, Missouri
ELECTRONICS AND SPACE DIVISION	- Mt. Pleasant, Iowa
EMERSON MOTOR DIVISION	- Kennett, Missouri
EMERSON MOTOR DIVISION	- Oxford, Mississippi
EMERSON MOTOR DIVISION	- Paragould, Arkansas
EMERSON MOTOR DIVISION	- Rogers, Arkansas
EMERSON MOTOR DIVISION	- Russellville, Kentucky
ELECTRO-AIR DIVISION	- McKees Rocks, Pennsylvania
FISHER RADIO DIVISION	- Long Island City, New York
FISHER RADIO DIVISION	- Milroy, Pennsylvania
FE-SINK-ERATOR DIVISION	- Racine Wisconsin
FOLLMER MANUFACTURING DIVISION	- Erie, Pennsylvania
HIGH FOUNDRY DIVISION	- New Philadelphia, Ohio
HI-WAY BURNER	- Milan, Illinois
HINGE TOOL DIVISION	- Elyria, Ohio
SPECIAL PRODUCTS DIVISION	- Paris, Tennessee
SPECIAL PRODUCTS DIVISION	- Chicago, Illinois
SPECIAL PRODUCTS DIVISION	- Albion, Indiana
THERMO-DISC DIVISION	- Mansfield, Ohio

APPENDIX (Continued)

U. S. ELECTRICAL MOTORS DIVISION	- Milford, Connecticut
U. S. ELECTRICAL MOTORS DIVISION	- Stanton, California
U. S. ELECTRICAL MOTORS DIVISION	- Mena, Arkansas
U. S. ELECTRICAL MOTORS DIVISION	- Philadelphia, Mississippi
U. S. ELECTRICAL MOTORS DIVISION	- Prescott, Arizona
E. L. WIEGAND DIVISION	- Pittsburgh, Pennsylvania
TUTTLE DIVISION	- Kirkland, Illinois
PACIFIC CHROMALOX	- Colton, California
GREENVILLE TUBES DIVISION, E. L. WIEGAND	- Greenville, Pennsylvania
WHITE-RODGERS DIVISION	- St. Louis, Missouri
WHITE-RODGERS DIVISION	- Batesville, Arkansas
WHITE-RODGERS DIVISION	- Brunswick, Missouri

Revised June, 1971

Exhibit A-57

GENERAL ELECTRODYNAMICS CORPORATION

4430 FOREST LANE • GARLAND, TEXAS 75042 • PHONE 214 276-1161 • CABLE: GECGARLAND

May 29, 1974

STATE OF TEXAS

COUNTY OF DALLAS

Lyle N. Doane, being duly sworn upon his oath according to law, disposes and says:

I am the Director of Purchasing for General Electrodynamics Corporation located at 4430 Forest Lane, Garland, Texas. I am aware of the facts concerning REA Air Express and their actions in trying to retain its air priority service.

Our firm has used REA Air Express almost exclusively for many years. We are extremely happy with their pick up and delivery service. It is not often that we have had occasion to use other means of transportation; but when it was necessary, we found problems with pick up service and found the cost of this other service to be much higher. REA Air Express does not charge me for pick up and delivery services.

We also like the single carrier and single billing concept of REA. They offer a tracking service which is very useful to us. We are able to ascertain at all times where our shipment is due to this tracking ability.

One other fact I think needs mentioning - there is no substitute plan or service offered to replace those presently provided by REA.

It is our opinion that REA Air Express should retain its air priority service. It would work a definite hardship on our firm if REA should lose this service.

Lyle N. Doane

LYLE N. DOANE
Director of Purchasing

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, a Notary Public, on this day personally appeared LYLE N. DOANE,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 29th day of May 1974.

Notary Public in and for Dallas County, Texas. My commission expires the 1st day of June 1975.

Exhibit A-58

THE Marquardt CORPORATION 16555 SATICOY STREET • VAN NUYS, CALIFORNIA 91409 • TELEPHONE 213-781-2121 • DTWX-910-495-1710 • CABLE MARQCOR

June 6, 1974

State of California)
County of Los Angeles) ss:

David Scheiner, being duly sworn upon his oath according to law, disposes and says:

1. I Am the Traffic Manager of Marquardt Corporation, 16555 Saticoy Street, Van Nuys, California. We are manufacturing Electronic Equipment.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express for the vast bulk of our shipments to points outside Los Angeles, CA.

4. To tender a shipment to REA Air Express, one need only hand the shipment to the truckman, who issues a receipt to the consignor. The Air delivery and the handling of REA Air Express in the consignee's city is quite rapid. The fact that the service is so fast means the danger of loss due to theft is minimal.

5. Occasionally, other means of shipping our products are used but they are not as satisfactory as REA Air Express. Air Freight is sometimes used, but there is a high loss rate, and therefore the charges for this service are very high. Also, service is not as rapid as REA Air Express. Parcel post will handle electronic parts but this service is very slow, and very inconvenient, since there are very long lines at post office windows in the area in which our firm is located.

6. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines. If we cannot have at our disposal an effective means of delivering our shipments, the discontinuence of this service could be detrimental to the National Defense.

David Scheiner

David Scheiner, Traffic Manager

Subscribed and sworn to me before this 6th day of June, 1974.

OFFICIAL SEAL
WANDA L. KELLEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 11, 1976

Wanda L. Kelley

NOTARY PUBLIC

Exhibit A-59

NEWARK ELECTRONICS
707 EASY STREET · GARLAND, TEXAS 75040
(214) 271-2511
TWX 910-860-5170

May 29, 1974

State of Texas
County of Dallas

Dwayne R. Orth, being duly sworn upon his oath according to law, deposes and says:

I am the Operations Manager for Newark Electronics located at 707 Easy Street, Garland, Texas. I am familiar with the facts concerning REA Air Express and its actions in trying to retain its air priority service.

Our firm uses REA Air Express because it is the most efficient and dependable means of moving our products from here to the customer. The pickup service on this end and the delivery service at the ultimate destination are better than any other service we have used in the past. Also, there is no additional charge for this service. We enjoy the single carrier and single billing concept of REA. They also offer a tracking service which is very important to us. We are able to ascertain at all times where our shipment is due to their tracking ability.

One last thing, I feel needs to be mentioned, is the fact that there is no substitute plan or service offered to replace those presently provided by REA.

NEWARK ELECTRONICS
Dwayne R. Orth
Dwayne R. Orth
Operations Manager

Argerie James
Notary Public

Exhibit A-60

State of Illinois
County of McHenry

Ray Nardi, being duly sworn upon his oath according to law, deposes and says:

1. I am the Traffic Manager of Oak Industries of Crystal Lake, Illinois. We are manufacturers of electronic components and parts.

2. I am familiar with the facts and circumstances involved in this action.

3. REA Air Express, to the best of my knowledge, is the only single line carrier capable of performing the following services for our company:

a) Service to 522 airports, encompassing 22,000 communities; all performed on single line responsibility.

b) They carry various types of commodities which may require Signature or Armed Guard Service.

c) They carry high value items; i.e., precious jewelry, silver, gold, diamonds, etc.

4. Practically all air freight forwarders have some restrictions on the above mentioned items.

5. It is felt that irrepairable damage will be done to the shipping public should Air Express cease to exist as it does today.

Name Ray Nardi

Title TRAFFIC MNG.

Firm OAK INDUSTRIES INC
CRYSTAL LAKE ILLINOIS.

Subscribed and sworn to me this 7th of June June, 1974

Marjorie R Faulkner
Notary Public

Exhibit A-61

State of Utah)
County of Salt Lake) ss:

Mr. Jay Winger, being duly sworn upon his oath according to law, deposes and says:

1. I am the Traffic Manager, of Sperry Univac Inc., 322 North 2100 West, Salt Lake City, Utah. We manufacture electronic machines and components.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express, for a large amount of shipments to and from Salt Lake City.

4. There are several reasons our firm uses REA Air Express. First, the REA Air Fxpress facility at the Salt Lake Airport is within several city blocks of our office building which enables a dependable pick-up and delivery service. Second, REA Air Express is most efficient and convenient. To tender a shipment to REA Air Express, one need only hand the shipment to the truckman, who issues a receipt to the consignor. The truck then takes these parcels directly to the airport, bypassing the terminals. This type of handling is very rapidand very satisfactory to us. Third, the air delivery and the handling by REA Air Express in the consignee's city is also quite rapid. Fourth, with REA picking up and delivering a shipment, it receives better handling than if several carriers were involved. Fifth, we do use other air carriers for various reasons, but the bulk of our shipping are packages that REA will handle at a much cheaper rate. Sixth, we depend heavily on REA Air Express for a vital part of our every day operation. Their vast coverage across the United States is un-equaled by any other company. If REA Air Fxpress is discontinued, it will not only gravely affect our business, but will do likewise to many other electronic manufacturers across the United States.

Jay B. Winger

Jay Winger

Subscribed and sworn to before me this day of June, 1974.

William S. Sorrell
Notary Public

Exhibit A-62

Bleeker Street:® for rich [illegible]ls who are tight-fisted.

Bleeker Street,® a division of Jonathan Logan, 10101 Roosevelt Blvd. at Red Lion Rd., Phila., Pa. 19154, OR-6-9200

June 4, 1974

State of Pennsylvania
City of Philadelphia

Irving Balaban, duly sworn upon his oath, according to law disposes and says:

(1) I am Traffic Manager of Bleeker Street, Inc. located at Roosevelt Blvd. and Red Lion Road, Philadelphia, Penna. which company manufacturers ladies dresses.

(2) I am aware of all the facts in this air express action.

(3) We, like all fashion companies, find it necessary in many instances, to use air express to our customers located all over the United States.

(4) On occasion we use other means to ship our merchandise, but where we are behind in our production and it is necessary to meet a deadline we depend wholly on air express.

(5) The operation of air express is in my opinion the only all inclusive air service in the country. They perform pick-up and delivery in all of the major areas and arrange for P & D in all others. We like the one company responsibility factor in handling, tracing and claims. We ship either paid or collect, ship COD, and receive a receipt, and the outbound and inbound move. We also receive a daily, regular pick-up and receive one statement for all our prepaid air express shipments. This is the service I require and must have for the operation of my business, and I know of no other other service at the present time nor have I heard of any new service that can offer this particular brand of transportation.

(6) I believe my company will be sincerely hampered if air express were discontinued for any reason. We must have expedited priority air service at our disposal and in my opinion R E A air express is the only carrier that serves this purpose.

Irving Balaban

Inscribed and sworn to before me on the 6th day of June 1974.

Marie E. Mills
MARIE E. MILLS
[illegible] Philadelphia Co.

Exhibit A-63

SUBJECT: SUPPORT OF AIR EXPRESS PRIORITY STAY

To Whom it may concern:

I Thomas J. Price, III, Director of Transportation of Cowden Manufacturing Company for 18 years do wish to make the following statement.

I feel that the elimination of REA Air Express priority service will greatly hurt the Cowden Company, since no other mode of air transportation can offer or equal the priority service rendered by REA. All shippers who deal in air shipments are familiar with the problems encountered when shipping via regular airline air freight or via air freight forwarders. A few of these problems are: multiple billings for pick ups, deliveries and the air freight haul, dependence upon airlines and ACI agents for service, shipments sitting at the airport due to missed flights, combination of rates due to airlines not publishing thru rates etc. These problems are eliminated when using Air Express, due to their present priority service, single line billing which includes pick up and delivery, off line delivery service and their handling of all types of shipments.

It should be remembered that the shipping public is paying a premium when they use air service for freight shipments and a priority service should be available.

The Cowden Company is a large manufacturer of work and play clothing with nine factories in Kentucky, two in Tennessee, two in Arkansas and one in Oklahoma, as well as a large distribution center in Lexington, Kentucky. Shipments are made to approximately 15,000 locations throughout the U. S. During the year air service is needed for our shipments and Air Express is used extensively.

Thomas J. Price III

Thomas J. Price, III
Director of Transportation
Cowden Manufacturing Company

Subscribed and sworn to before me this 7 day of June 1974.

County of Fayette, State of Kentucky Letty E. Darnaby Notary, My Commission expires 2/10/75.

Exhibit A-64

Health-tex®

State of Rhode Island and Providence Plantations
County of Providence

William Butterman being duly sworn upon his oath deposes and says:

1. I am the Traffic Manager of Health-tex, Inc., of 88 Martin Street, Cumberland, R.I., manufacturer of children's clothes.

2. I am acquainted with the facts regarding the Air Express priority case.

3. My company utilizes REA Air Express for the shipment of our samples.

4. Occasionally other means of shipping our products are used but they are not as satisfactory as REA Air Express. Service is not as fast as REA Air Express.

5. If REA loses its priority, irreparable damage will be done to our firm. I am concerned that a substitute service could provide all the services we are receiving presently from REA Air Express at a comparable cost, i.e. - Single carrier pickup and delivery
Single billing
Offline service
Nation wide coverage

6. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines.

Subscribed and Sworn to Before me on
June 6, 1974

William Butterman

Kenneth Carey

Exhibit A-65

The Joseph & Feiss Co.

CRICKETEER

P. O. Box 5968 • Cleveland, Ohio 44101
Phone: (216) 961-6000

Shipper's Statement of Support of REA Air Express Application for Stay.

My name is Steve Marlowe, General Traffic Manager of The Joseph and Feiss Company, 4600 Tiedeman Road, Brooklyn, Ohio 44144. My company is a manufacturer of mens suits. We use REA Air Express Priority Service because it offers nationwide coverage and definitely believe no other single carrier can match this service.

Most of our production is routed via surface carriers, but in many instances time in transit is very important for samples and meeting order commitments made to our customers. We have found Air Express to be most reliable in expediting shipments that require this type of service. Additionally, REA Air Express offers pickup and delivery, handles both prepaid and collect shipments and when necessary can deliver to off line points not served direct by any carriers from airport cities.

We believe as a shipper we will be harmed by the elimination of REA Air Express because no other single carrier can offer or match the nationwide coverage it offers and of equal importance is the fact that many of our orders if routed via other air carriers would be much more expensive.

Signed Steve Marlowe
Steve Marlowe
General Traffic Manager

Subscribed and sworn to before me this 29th day of May, 1974.

Glenna Heatherly
Notary Public

GLENNA HEATHERLY
Notary Public For Cuyahoga County, O.
My Commission Expires Jan. 22, 1978

Exhibit A-66

nannette

MANUFACTURING COMPANY, INC.

3800 FRANKFORD AVE., PHILADELPHIA, PA. 19124
NEW YORK SHOWROOM • 112 WEST 34th STREET

May 30
1 97 4

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, James B. Murray, being duly sworn, upon my oath, according to law, hereby deposes and say:

1. That I am the Traffic Manager of the NANNETTE MANUFACTURING COMPANY, INC., 3800 Frankford Avenue, Philadelphia, Pa., and am thoroughly familiar with the facts of Docket #26238 (A.T.A.). We manufacture and distribute Children's Wearing Apparel.

2. As a worldwide distributor we have frequent need for R.E.A. Air Express Service - especially with our sample shipments, which requires the highest priority handling available.

3. We sincerely feel that to eliminate R.E.A. Air Service, or curtail their operations, or substitute another carrier with dubious ability to perform equally with R.E.A. AIR, would work a hardship on our industry.

4. We would further emphasize the importance to us of prompt tracing, priority handling and delivery, direct and expeditious claims settlement. These are vital services for us, since our merchandise is a seasonal product.

5. Your deponent declares, and affirms, that as aforestated, if REA Air is discontinued as a result of these protests, we will be greatly handicapped in the movement of our materials.

We, therefore, most urgently urge the retention of R.E.A. Air Service as it presently operates.

J. B. Murray

J. B. MURRAY
TRAFFIC MANAGER
NANNETTE MANUFACTURING COMPANY, INC.

Sworn to and subscribed before me
this 30th day of May 19 74

Mildred Lister

MILDRED LISTER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires June 16, 1975

AAAA MEMBER

CRIB SETS
INFANT DRESSES
TODDLER DRESSES

Exhibit A-67

N. Y. Office 350 FIFTH AVENUE
EMPIRE STATE BLDG.
NEW YORK, NEW YORK 10001

USI STURDI-WEAR CLOTHES
DIVISION OF U. S. INDUSTRIES, INC.
200 EAST HIGH STREET : TAYLOR, PENNA. 18517
Tel: 562-2140 & 344-9581
(AREA CODE 717)

1. I Joseph T. Scalese Sr. am the Vice-President -Warehousing, North and South, of Sturdi-Wear Clothes, Division of U.S. Industries, of 200 E. High St., Taylor, Pa. We are manufacturer's of men's and boy's clothing.

2. I am familiar with the action and facts concerning the C.A.B. and Rea Air Express.

3. We need Rea Air Express, because it ties in with our over-all transportation picture. We use Air Freight forwarders on our heavier air shipments quite naturally, but they cannot provide the services needed for smaller air shipments as Rea Air Express can, and have been doing for a number of years.
Rea Air Express provides pick-up and delivery service, on one Bill of Lading. Both prepaid and collect in more cities then any other carrier in the nation. They are also expedient in their deliveries at a reasonable price for their service.

4. Although we will not go out of business due to the loss of Rea Air Express, it will in fact cost us time lost and money, in our overall transportation department.
Because of Rea Air Express unique service, I ask that you take a hard, close look at the facts concerning this case.

Joseph T Scalese Sr
V.P. Warehousing North & South

SWORN AND SUBSCRIBED BEFORE ME THIS 12th
DAY OF June 1971

[illegible]
[illegible]
MY COMMISSION EXPIRES JAN [illegible] 1974

Exhibit A-68

COMMERCE CLEARING HOUSE, INC.

PUBLISHERS of TOPICAL LAW REPORTS

NEW YORK 10017
420 LEXINGTON AVE.

CHICAGO 60646
4025 W. PETERSON AVE.

WASHINGTON 20004
425 13TH STREET, N. W.

TELEPHONES
- NEW YORK 212 688-5225
- CHICAGO 312 267-6010
- WASHINGTON 202 347-1776

Chicago, Illinois 60646
June 11, 1974

To Whom It May Concern:

Subject: REA Express

Our company has been using Air Express service for over 20 years. Their service is outstanding, rates are very competitive, tracing procedures very fast and pickup and delivery good.

In all, they are dependable - their airline priority should be continued.

Sincerely yours,

COMMERCE CLEARING HOUSE, INC.

Frank A. Chocian

Frank A. Chocian
Manager, Shipping Dept.

FAC:KR

Mary J. Swanson
Notary

Exhibit A-69

May 31, 1974

My name is Jack LaEace and I am the Assistant Traffic Manager for Gibson Greeting Cards, Inc., 2100 Section Road, Cincinnati, Ohio 45237. I have been employed by said Corporation for nine years including seven years with the Traffic Department.

My responsibilities include assisting in the formulating and implementing of routings for our Distribution Center at Berea, Ky. and our Manufacturing Plant at Cincinnati, Ohio. Commodities shipped from these locations are Greeting Cards, Original Art Work, Candles, Gift Wrapping, Books, Paper Plates, Paper Napkins plus other related paper products to multi-thousands of dealers. In addition, thousands of product line samples are shipped to our Sales Representatives.

Due to competitive sources' geographical advantages with some dealers and emergency type orders, it is advantageous for us to utilize air routings. We have experienced declining service with the Airlines in recent months resulting from cancellation of many Airlines' flights due to the energy crisis.

Resulting from these service inconsistencies, we are utilizing Air Express to a greater degree.

Rea's priority service has achieved or surpassed the standards we have established for Air routings. Also, their service has relieved us of the anxiety of our traffic being "Bumped" in transit plus follow-ups with inter-line carriers. In addition, it is not necessary to check various Airlines' tariff restrictions concerning our Art Work shipments which are a high value items.

It is our contention we must support the Air Express priority service as it is needed and feel the shipping public's interest would suffer if it is eliminated.

Sincerely,
GIBSON GREETING CARDS, INC.

Jack LaEace

Jack LaEace
Assistant Traffic Manager

JL:dw

Louella M. Stultz

Louella M. Stultz, Notary Public
My commision expires Sept. 9, 1974

Exhibit A-70

STATE OF WISCONSIN)
: ss.:
COUNTY OF MILWAUKEE)

VICTOR L. HENKEL, being duly sworn, deposes and says:

1. I am the Traffic Manager of Gugler Lithographic Co., 5100 West Brown Deer Road, Milwaukee, Wisconsin. In this capacity I am responsible for our transportation. My company is in the printed advertising business. We rely heavily on REA Air Express.

2. In order to meet advertising deadlines we make heavy use of air transportation. Many of our destinations are off-airport points, including such points as Paragould, Arkansas; Hearne, Texas; and Pampa, Texas. REA Air Express with its wide coverage of one carrier responsibility, which the forwarders do not provide, has proven very effective for our type of business.

3. Last year we made over 1800 REA Air Express shipments from Milwaukee, Wisconsin to over 400 destinations. Of this over 250 destinations receiving over 1000 shipments were off-airport.

4. In our opinion no other air carrier can give the service we need to as many destinations as we ship to. Therefore, if Air Express is terminated, we will be irreparably injured.

Victor L. Henkel

Victor L. Henkel

Sworn to before me
this 3RD day of June 1974.

Notary Public

My Commission Expires April 10, 1977

Exhibit A-71

HOFFMAN PRINTING
HOFFMAN PRINTING
HOFFMAN PRINTING

Tuesday, June 11th, 1974

To Whom It May Concern:

Re: Air Express Services

Our firm utilizes the services of the Air Express in the transaction of considerable of our printing related functions...1) We use Air Express to expedite the handling of four color transparency and separation work...2) Shipment of Government Contract furnished materials.. 3) Shipments of finished lithographic matter., i.e. Magazine Insertions and other dated periodical media as produced, along with the expediting of Corporate Financial data., i.e., Annual Reports, Quarterly Reports, Proxy Statements/letters, etc. All these noted items of sufficient urgency that the use of Air Express is virtually an assurance of the ultimate in delivery compliance by Air.

This is not to say that other Air services are not available..and we do utilize both Air Lines Cargo services and Air Freight Forwarders, but these choices are then determined on bulk movements, containerization, and at times specific customer preferences. However, our internal usages of Air Express and shipper's option are based on a proven experience of routine exceptional services by Air Express.. Their ability to currently provide nationwide services into noted tariff destinations within a 24 hour period is a most essential aspect of overall service..

Air Express provides both pickup and delivery services within a SINGLE tariff rate...hence, services are rendered on a door to door basis on a one cost factor. Other Air related carriers quote tariffs on a terminal to terminal basis with extra added charges for both pickup and deliveries and even these charges are variable, and oft times confusing, within specific terminal areas.

Air Express provides a simplified billing procedure including not only the air shipments, but those shipments made concurrently with the REA surface arm.

The firm provides an exceptionally wide range of services to off line points, moreso, I feel, than any other Air Freight Forwarder and accomplishes this within their own REA system...this is not true of other carriers where additional carriages are made via truck/common carriers and at higher additional costs..usually within Class rate structures of governing tariffs....much to the consternation of a Traffic Manager, when options are taken in rating a given shipped commodity.

HOFFMAN PRINTING HOFFMAN PRINTING HOFFMAN PRINTING

Tracing services have improved considerably over the last several years as the company has consistently shown an upgrading of this necessary function and we currently feel the followup done in this area ranks with the best the industry has to offer..

It is especially significant to mention that there are obviously other types of Air services, including postal services...but each such service, including Air Express, has a special function within it's own class of service. The Traffic Manager who has to sit and evaluate the handling of an expedited small package air service, in my estimation, can do no better than use Air Express as presently operating.

In effect, Air Express services cover a SPECIFIC need which is relatively unmatched by any other air service at this time...in terms of priority air service, cost and attention to a shipper/client relationship..

Donald M. Turner
TRAFFIC MANAGER
Harry Hoffman and Sons, Printing
983 Jefferson Avenue
Buffalo, New York 14204
1-716-885-3900

Donald M. Turner presented foregoing statement as an interpretation of Air Express Services and to the best of his knowledge a factual summary as it pertains to Hoffman Printing, Inc.

Subscribed and sworn to before me this 11th day of June, 1974

ROBERT F. DAUER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 30, 1975

Exhibit A-72

Holiday Press PHONE 362-4451 • P.O. BOX 18319 • 3781 LAMAR AVENUE MEMPHIS, TENN. 38118

SHIPPER'S STATEMENT OF SUPPORT
FOR REA AIR EXPRESS FOR
APPLICATION OF STAY

STATE OF TENNESSEE
COUNTY OF SHELBY SS:

Michael Rhodes Teague, being duly sworn upon his oath according to law, deposes and says:

1. I am the Traffic Manager of Holiday Press, 3781 Lamar Ave., Memphis, Tennessee. We are Lithographers, Printers and Retail sellers of Office Supplies and Furniture.

2. I am familiar with the facts and circumstances involved in this action.

3. Our business uses the services of REA Air Express for the transportation of film negatives to and from points in the United States. We also use REA Air Express for shipping dated material, such as, magazines and periodicals. On many occasions, REA Air Express is used to ship printed forms to Holiday Inns, who depend on these forms for their operation.

4. We use REA Air Express because they provide a much faster and better service plus they provide door-to-door pickup and delivery.

5. In the event REA Air Express service is discontinued, it would place a burden on our customers, who depend on Holiday Press for their immediate printing needs.

Michael Rhodes Teague

Subscribed and sworn to me this 6 day of June, 1974

Algie J. Bishop Jr.
Notary Public

My Commission Expires Jan. 21, 1975

Exhibit A-73

JENSEN PRINTING COMPANY
Division of Holden Industries
200 Twelfth Avenue South, Minneapolis, Minnesota 55415
(612) 339-8941

June 3, 1974

To whom it may concern:

My name is Francis C. Wojtanowski and I am the Traffic Manager for Jensen Printing Co., Minneapolis, Minn.

We are in the printing industry and service customers in the middlewest and eastern regions. There are many instances where a priority type of service is of extreme importance to us.

Reasons:

1. Time element involved to meet press schedules.
2. Urgency of having samples for a meeting or seminar delivered on schedule.
3. Keeping our customers satisfied.
4. The vast territory covered by REA Air Express versus other air forwarders.
5. Excellent record of on time deliveries.

Jensen Printing Company

Francis C Wojtanowski

"Subscribed and sworn to before me this 11th day of June, 1974.

(Seal) [illegible]

marketing specialists in web offset lithography
complete printing/graphic arts/marketing services

Exhibit A-74

St. of Maryland)
County of Prince Georges) ss:

Ronald Harvat, being duly sworn upon his oath according to law, deposes and says:

1. I am the Manager of the Traffic Department of McCall Printing Company, of Prospect Hill Road, Glenn Dale, Maryland. We are printers.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express for shipping of our various publications to points outside the Washington area.

4. We use REA Air Express because of their fast efficient service. It is extremely important that the publications we print reach their destination on time and we can depend on REA Air Express for this service.

5. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines. If we cannot have at our disposal an effective means of delivering our publications it may mean loss of some of our customers.

Ronald Harvat

Subscribed and sworn to me this 10th day of June, 1970.

Lois E. Smith
Notary Public
My Commission Expires: 1 July 1974

Exhibit A-75

Re. Priority Air Express

To whom it may concern:

I believe that consideration must be given to the retention of priority air Express service due to the following.

1. The need of a one company shipper to pick up deliver and bill priority express. no other service is available. Hold this service until something else is established. a lot of shippers would be forced to go out of business in the interim.

Mgr Supply Centers
Ohio Casualty Ins Co
Hamilton Ohio

Robert Hufferberger
1015 Azel Ave
Hamilton Ohio

State of Ohio } ss
County of Butler }

Sworn to and subscribed before me this 3rd day of June 1974.

THOMAS W HILDEBRAND, Notary Public
My Commission Expires Febraury 3, 1975

Exhibit A-76

Affidavit

Minneapolis, Minnesota
County of Hennepin

My name is Mary Golfus and I am employed by Premium Corporation of America as General Traffic Manager, 12715 State Highway 55, Minneapolis, Minnesota.

Our firm and its related divisions use Air Express for special shipments of promotional material and high value premiums. Promotional material usually must meet times for special sales meetings or other time target events.

Other types of air shipping while usually good are not as reliable as Air Express has been and especially during periods when air lift space is limited. It is at times such as this that REA Air Express is able to serve efficiently, where other forwarders are not.

High value items such as expensive watches, electronic calculators, etc., require special armed guard service and responsive transportation. However, our promotional programs would suffer most if the REA Priority Air Express were to be discontinued.

We need this service as part of our service to our clients and trust that the REA Priority Air Express Service will not be terminated.

Mary Golfus
Mary Golfus

State of Minnesota
County of Hennepin

Subscribed and sworn to before me this 7 day of June 1974.

Frances M. Neveaux
Notary Public
FRANCES M. NEVEAUX
Notary Public, Carver County, Minn.
My Commission Expires Jan. 10, 1977.

Exhibit A-77

ALDENS
5000 WEST ROOSEVELT ROAD / CHICAGO, ILLINOIS 60607 / 312-854-4141

STATE OF ILLINOIS
COUNTY OF COOK

JOHN M. BRYK, being duly sworn upon his oath according to law, deposes and says:

(1) That I am the Assistant General Traffic Manager of Aldens, Incorporated, 5000 W. Roosevelt Rd. Chicago, Illinois 60650. Aldens, Incorporated a Chicago based Mail Order firm.

(2) I am familiar with the facts and circumstances involved in this action.

(3) Aldens uses the services of REA Air Express for a vast number of shipments to and from points throughout our country. We have thousands of suppliers and when they are unable to meet their commitment as to shipping date, the next best routing is via Air. That is where REA Air Express comes into the picture. Because of their wide coverage, which is the way it should be because of their grandfather rights, shipments under 500 pounds are routed REA Air Express.

STATE OF ILLINOIS
COUNTY OF COOK

(4) Aldens, Inc. utilizes all modes of transportation to move its freight inbound and outbound. The criteria to designate carrier and mode depends on need, origin and volume. As REA Air Express has national coverage, and because many shipments originate or are destined to off line points, Air Express enjoys much of this traffic.

(5) It is our contention that competition is the best stimulant for business. We find this true in our business and it works in transportation as well. All they have to sell is service and if competition is stymied, this leaves the shipping public to the mercy of a few air freight forwarders.

JOHN M. BRYK

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF JUNE, 1974.

NOTARY PUBLIC

COUNTY OF COOK
STATE OF ILLINOIS

My Commission expires 6-17-74.

Exhibit A-78

STATE OF PENNSYLVANIA

CITY OF PHILADELPHIA

1. I am Traffic Manager of the Arrow/Josias Company, 161 Leverington Avenue, Philadelphia, Pa. We are manufacturers of Store Display Racks and Display Fixtures.
2. I am well acquainted with the facts involving this case.
3. I use the service of REA AIR frequently to meet deadlines and to give swift rapid deliveries to some of our accounts.
4. Air shipments by REA move to the airport usually within a few hours after the pickup is made.
5. The large numbers of REA Trucks blankets our city and a pickup is normally made a few hours after the call has been placed.
6. The coverage that REA has in the USA covers almost every city in the USA.
7. We would be placed at a hardship if we were to lose the services of REA AIR EXPRESS.

Joseph A. Chiaravalloti

Sworn to and subscribed before me this 6th day of June, 1974

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 17, 1976

Exhibit A-79

COLE NATIONAL CORPORATION
5777 GRANT AVENUE • CLEVELAND, OHIO 44105 • AREA CODE 216—271-4000

VERIFIED STATEMENT OF C. BAUMEISTER

My name is Clement Baumeister. I am Traffic Manager of Cole National Corp. with offices at 5777 Grant Ave. Cleveland, Ohio 44105.

We understand that REA Air Express is seeking a stay of the CAB order to cease their Priority Air Service.

I, as a representative of our company, would like it to appear on the record that we are in favor of REA Air Express granted permanent extension of Air Express Priority Service.

Our business consists of manufacturing and distribution of key blanks, novelty items, hunting and pocket knives, house numbers and plastic signs. We are the exclusive supplier of key blanks to nearly every major retailing chain store located in the United States. This covers shipping to all fifty states, including small communitées as well as major airport cities. In addition we operate Optical Departments in large retail outlets such as, Sears and Montgomery Ward as well as independent stores. Cole National is a dispensing Optician offering quality eye glasses ground to prescription in our laboratories located in Cleveland, Ohio, St. Petersburg, Florida, Oakland, Calif. and Altoona, Pa.

As a shipper, my major problem is shipments weighing 20 to 70 pounds. As you may know shipments of such weight are looked on as unfavorable by many Motor Carriers. I am afraid that the airlines would also treat the small shipments just as the motor carrier.

Our Optical laboratories move daily shipments weighing from one to ten pounds each. No other type of transportation service, to our knowledge presently meets our requirements for overnight door to door pickup and delivery of our shipments at a reasonable cost.

COLE NATIONAL CORPORATION
5777 GRANT AVENUE • CLEVELAND, OHIO 44105 • AREA CODE 216—271-4000

We do utilize all types of package carriers and other modes of transportation. When the need arises we have to ship via Air.

A brief description of our distribution pattern for December might be helpful.

1. 23,450 orders were shipped nationwide, of this total 168 were air shipments under 50 lbs.
2. we prepay all shipments so cost plays an important part in our choice of carriers.

We have found REA Air Express to be reliable and dependable. We desire a single carrier for the entire transportation of our shipments from origin to destination. We need and use this priority service because of its nationwide coverage. It is essential to me that the service be available for use when required. There is no other single line nationwide service of the same type available to our company. If priority service is provided, our company will continue to use this Air service.

In order that we may provide our customers with the best possible service on small package shipments, we respectfully request your favorable consideration of the extension of Air Express Priority Service.

VERIFICATION

State of Ohio
County of Cuyahoga

Clem Baumeister, being duly sworn, deposes and says he has read the foregoing statement, knows the contents there of, and that the same are true as stated.

Clem Baumeister

Subscribed and sworn to
before me this 28th day of May, 1974

LOUIS M. COLE, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

Exhibit A-80

Midwestern Region/ Lucky Stores, Inc./ Mailing Address/ P.O. Box 67/ Rock Island, Illinois 61201

State of Illinois
County of Rock Island

Paul L. Flint, being duly sworn upon his oath according to law, deposes and says:

1. I am the Transportation Manager of Eagle Midwestern Region Lucky Stores, Inc. of Milan, Illinois. We are a discount food and department store chain.

2. I am familiar with the facts and circumstances involved in this action.

3. REA Air Express, to the best of my knowledge is the only single line carrier capable of performing the following services for our company.

a. Service to 522 airports, encompassing 22,000 communities, all performed on single line responsibility.

b. They carry various types of commodities which may require signature or armed guard service.

c. They carry high value items: precious jewelry, silver, gold, diamonds, etc.

4. Practically all air freight forwarders have some restrictions on the above mentioned items.

5. It is felt that irreparable damage will be done to the shipping public should Air Express cease to exist as it does today.

Subscribed and sworn
before me this 6
[redacted] days of June, 1974

Shirley K. Meyer
Rock Island, Ill.

Paul L Flint
Transportation Manager
EAGLE MIDWESTERN REGION
LUCKY STORES, INC.

Shipping Address / Rt. 67 and Knoxville Road / Milan, Illinois 61264

Exhibit A-81

J. T. REESE TAXIDERMIST INCORPORATED

June 7, 1974

TO WHOM IT MAY CONCERN:

We at J. T. REESE TAXIDERMY have been informed of the C.A.B. decision to terminate REA Air Express as of August 1, 1974. We feel very strongly that this decision will injure both ourselves, our industry and the public interest. Our reasons are as follows:

(1) REA is the only company that can deliver on a nationwide basis.

(2) The only company that can handle both our surface, air and international business.

(3) The only company with single carrier responsibilities.

We have in the past used direct air freight, air freight forwarders and truck lines. We have found them all wanting in one or more of the above areas.

Furthermore, we cannot envision any substitute service, whether it be a group of airlines, forwarders, or A.C.I. contractors that can duplicate REA's air priority service at anywhere near the present cost.

REA's Claim Service and personnel are of the highest quality, and we feel REA as a company best serves our needs.

Yours very truly

H. E. Alderman

H. E. Alderman
Vice President

HEA/s

Mary Jo Spurr
Notary, Public, State of Florida at Large
My Commission expires Oct. 15, 1975
Bonded by American Fire & Casualty Co.

1918 SOUTH ANDREWS AVENUE • FORT LAUDERDALE, FLORIDA, 33316 • DIAL 522-6831

Exhibit A-82

4000 WEST DIVERSEY · CHICAGO · ILLINOIS 60639 TELEPHONE 637

Marshall Field & Company

SERVICE CENTER

May 29, 1974

THIS IS AN AFFIDAVIT IN SUPPORT OF R.E.A. AIR EXPRESS

R.E.A. Air Express has been performing a service for Marshall Field & Co. since its inception in 1926.

R.E.A. Air Express, to the best of our knowledge, is the only carrier capable of performing the following types of service for our company, as well as for other retailers.

I. Service to 522 airports, encompassing 22,000 communities. All of this is performed on single line responsibility.

II. They carry various types of commodities which might require signature or armed guard service.

III. They carry live animals.

IV. They carry high value items: Precious jewelry, silver, gold, diamonds, furs, etc.

Many Air Freight Forwarders have restrictions on the above mentioned items, nor is there one Air Freight Forwarder with the wide scope of authority that R.E.A. Air Express covers.

Marshall Field & Co. considers R.E.A. Air Express very necessary to carry on our everyday business with all our customers located in thousands of communities. We would like to preserve the R.E.A. Air Express priority service as it exists today.

Subscribed and sworn before me this 29th day of May 1974.

Julia J. O'Brien
Notary Public

Dolores Politano
Traffic Manager
Marshall Field & Co.

Exhibit A-83

My name is M.T. Sloan, Traffic Manager for McRae's Department Stores, P.O. Box 9885, Jackson, Mississippi.

We are particularly concerned about the continuance of REA Air Express. Our firm receives furs and other high value items by REA Air Express. They have proven in the past to be the only carrier that can handle this merchandise with a minimum of loss. Also, they provide a nationwide priority door to door service that if discontinuied could harm our firm on rush shipments of fashion merchandise.

M.T. Sloan

Subscribed and sworn to before me this 6th day of June, 1974

Notary Public

Exhibit A-84

June 5, 1974

My name is James Fuhr and I am employed as Supervisor of traffic for Oster Corporation, a manufacturer of small household electric appliances, based in Milwaukee, Wisconsin.

We support REA Air Express' retaining of its present authority including priority boarding of scheduled commercial flights.

In this time of reduced flights and fewer scheduled air freighters, the Air Express service and priority becomes even more necessary to keep vital freight moving to prevent expensive shutting down of assembly lines. If the option of shipping, using a carrier with a priority plus all the unique services of Air Express, is removed, we will suffer more and longer periods of assembly line shut downs and dissatisfied customers.

Both air freight forwarders and REA Air Express are valuable tools to shippers for air transportation; however, there is only one Air Express and removal of its present authority will be a serious blow to shipping public.

James G. Fuhr

Sworn to before me
this 5th day of June, 1974.

Marian E. Johnson
NOTARY PUBLIC

My commission expires: 9-8-74

Exhibit A-85

William Tatlock, being duly sworn upon his oath according to law deposes and says:

1. I am the Traffic Manager of Prince Gardner of St. Louis, Missouri 63110. We manufacture leather goods NOI.
2. I am familiar with the facts and circumstances involved in this action.
3. Our firm uses the services of REA Air Express for a vast amount of our shipments to cities outside St. Louis, Missouri.
4. There are several reasons our firm uses REA Air Express. First, they give us a daily pickup at the time we need it. If we have a special shipment REA Air Express will give us a pickup within two hours. Second, they make shipping easy because their drivers issue a receipt and this receipt number serves as a means of tracing our shipment. Third, one bill--one charge, for pickup, airlines charges and delivery to the consignee.
5. Because of the nature of our product, it must arrive at destination in the least amount of lapsed time. REA Air Express has been able to accomplish this.
6. Your affiant will be gravely inconvienced if REA Air Express is discontinued as the result of an embargo by the airlines. If we can not have at our disposal an effective means of delivering our product, we could lose many of our valued customers.

SUBSCRIBED AND SWORN TO before me
this 5th day of June, 1974.

Robert Hanson — William Tatlock

Notary Public
NOTARY PUBLIC, ST. LOUIS COUNTY MISSOURI
My commission expires March 13, 1977

Exhibit A-86

PICAM™

PRODUCTS INTERNATIONAL CO. • ADVERTISING • MARKETING

7886 Deering Avenue Canoga Park California 91304

Phone (213) 884-7181 • Cable Address PICAM CNPK • TWX 910-494-1230

June 6, 1974

Julian Castorena, being duly sworn upon his oath according to law, deposes and says:

I am Warehouse Manager for Products International at 7886 Deering Avenue, Canoga Park, California.

We are international distributors of games and toys, and plastic articles.

I am familiar with the facts and circumstances involved in this action.

There are various very important reasons why our company uses R.E.A. Air Express.

Our products are seasonal, and we have TV coverage throughout the United States. During this period of TV coverage our customers demand immediate delivery of our products. R.E.A., having priority on the airlines, has been most valuable to our company since it has kept our loss of sales at a minimum.

If R.E.A. Air Express is discontinued due to the embargo of the airlines, our company stands to lose a vast amount of money, sales, and customers.

Julian Castorena

Julian Castorena

Subscribed and sworn to before me this 6th day of June, 1974

Barbara A. Lippert

Notary Public

OFFICIAL SEAL
BARBARA A. LIPPERT
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Feb. 8, 1977

Exhibit A-87

RICH'S
ATLANTA, GEORGIA • 30302

STATE OF GEORGIA
COUNTY OF FULTON

JACK DUNCAN, being duly sworn upon his oath according to law, depeses and says:

1. I am the Traffic Manager of Rich's, Inc., of 180 Alabama Street, Atlanta, Georgia. We are a major retail department store.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express for the movement of furs and other commodities to Atlanta, Georgia.

4. REA Air Express is the only carrier that offers armed guard service door to door. Rich's, Inc. depends on this service to transport safely our shipments of furs.

5. Your affiant will be affected if REA Air Express is discontinued as the result of an embargo by the airlines.

Jack Duncan
JACK DUNCAN

Subscribed and sworn to before me this 6th day of June, 1974.

Patricia K. Barnhart
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires July 25, 1976

Exhibit A-88

Shipper's Statement of Support for
REA Air Express for Application for Stay

TO WHOM IT MAY CONCERN:

My name is Frank L. Jeffers and I am Traffic Supervisor of R.J.R Archer, Incorporated's Consumer Products Division, located at Greeneville, Tennessee, with plants in Greeneville, Tennessee and Biola, California. I have been employed by this company in this position for more than three years and in this capacity I am responsible for the traffic function of this Division which includes the purchasing of transportation services. We manufacture and ship Christmas gift wrap, household foil and florist foil to points throughout the United States.

We at R.J.R. Archer's Consumer Products Division depend upon REA Air Express to handle our air shipments because we have found their service to be dependable and their total charges less than other modes of transportation for comparable service.

The nature of R.J.R. Archer's air shipments consist of salesmen's samples, samples of our product to customers, inbound machinery parts, and other materials essential for our production schedule and marketing program. In addition, some of our customers request air shipments to meet their specific needs. In order to insure the success of a particular product or work schedule we must be able to move the small, but highly important, shipments quickly and on a consistent basis. Any disruption of this valuable service would cause our company to suffer damage in the highly competitive business in which we are engaged.

Most of our major competitors are located in large cities, while we are located in a small town, several miles from a small airport. The absence of REA Air Express would not allow us the same advantage as some of our competitors because they are served by larger airlines and more airlines that would give them a single line service and charge to many of the large cities where a great number of our larger customers are located. The loss of this REA Air Express service would put us at distinct disadvantage in the market place.

We have tried other modes of air transportation and have chosen REA Air Express because of the priority service, the one-line handling and tracing, and one-line charge, and the overall superior service that we have experienced. We do not know of other channels that we can go through to get equal or better service for the money paid.

We urge all responsible parties to allow REA Air Express to handle air shipments as they have been handled in the past, without disruption.

Sincerely,

F. L. Jeffers

F. L. Jeffers
Traffic Supervisor

STATE OF Tennessee)
COUNTY OF Greene)

The undersigned being duly sworn, deposes and says that he has read the foregoing statement, knows the contents thereof, and that the same are true as stated.

(Undersigned) F. L. Jeffers

(SEAL)

Subscribed and sworn to before me this 7th day of June, 1974.

NOTARY PUBLIC

NOTOARY PUBLIC OF Greene County, Tennessee

MY COMMISSION EXPIRES 11/26/76

Exhibit A-89

SEARS, ROEBUCK AND CO.
SEARS TOWER
CHICAGO, ILLINOIS 60684

June 6, 1974

National
Headquarters

THIS IS AN AFFIDAVIT

It is in the public interest that REA Air Express be allowed to continue operating as presently structured.

Their wide coverage could never be equalled by a combination of the air carriers, air freight forwarders or cartage agents.

The shipping public has the need for their priority service and accessorial services covering security type shipments, armed guard service and the handling of special commodities.

SEARS, ROEBUCK AND CO.

R. M. Wilhelm
Shipping Instructions
Coordinator - Dept. 754

RMW/mm

Fran Fischer
Chicago, Ill.

Exhibit A-90

SPIEGEL
2511 WEST 23RD STREET
CHICAGO, ILLINOIS 60608

ROGER B. NELSON
DIRECTOR OF TRANSPORTATION

AREA CODE 312/927-5600

May 28, 1974

AFFIDAVIT

Spiegel, Incorporated with gross sales in 1973 of approximately $350 Million is one of our Country's larger mail order houses, and is a frequent user of Air Express service.

As a user of REA Express Priority Service we feel that we should be entitled to make a statement outlining our views with respect to continuation of the present service which will not be available if REA Air Express service is discontinued.

During the year 1973, Spiegel, Incorporated sold through our catalog over 2,000 pedigreed pups of practically all breeds. These are supplied by various kennels located throughout the Continental United States and shipments are made to various cities and towns in the 48 states where we have customers. Our only humane and economical means of getting service to our customers is via REA Air Express service. The use of REA Air Express service provides a fast dependable method of transportation with the result these pups are delivered in practically all instances in a healthy condition. If the use of more than one air line is necessary for continuous movement, this is all arranged by the one carrier transportation facilities of REA Air Express.

We also use Air Express service for a limited number of other shipments where it is necessary to obtain expedited service to our customers. The complete pick-up and delivery offered by REA Air Express is very essential to the profitable business of Spiegel, Incorporated.

SPIEGEL, INC.

R. B. Nelson

Director of Transportation

Subscribed to and sworn to on this day, the 28th day of May 1974.

Rose Quinn

Exhibit A-91

Victor H. deLiniere, being duly sworn upon his oath according to law, deposes and says:

1. I am the Director of Transportation, Venture Stores, Inc., 615 Northwest Plaza, St. Louis, Missouri. We are a retail outlet handling various merchandise used in department discount stores.
2. I am familiar with the facts and circumstances involved in this action.
3. Our firm uses the services of REA Air Express for many of our shipments into St. Louis and the other locations of our stores.
4. There are several reasons for our firm using REA Air Express. First and foremost is the protection given to our shipments of watches and jewelry which is of high value; and with the fast service being provided the danger of loss due to theft is reduced to a great extent. Also, they have been able to serve all of our locations with a door-to-door service which is efficient and convenient.
5. Your affiant will be gravely inconvienced if REA Air Express is discontinued as the result of an embargo by the airlines. If we do not have available to us this effective means of handling this product, we could not serve our customers as well.

Victor H. deLiniere

SUBSCRIBED AND SWORN TO before me this 3rd day of June, 1974

Robert Hanneke
Notary Public

NOTARY PUBLIC, ST. LOUIS COUNTY MISSOURI
My commission expires March 13, 1977

Exhibit A-92

WESTMINSTER CLOCK COMPANY

190 CROSSEN STREET • ELK GROVE VILLAGE, ILLINOIS 60007 • AREA CODE 312—956-0806-07

June 10, 1974

To whom it may concern:

Gentlemen:

We have been shipping our products solely via Rea Express for quite some time.

We depend on them entirely for our rush shipments via Rea Air Express.

In todays highly competetive business fiels fast and inexpensive transportation to our customers is vital to our concern..

It will be a definete void if we were not able to continue using REA Express for both our Air Shipments and rail shipments.

Sincerely Yours,

WESTMINSTER CLOCK COMPANH

Joyce F. Kogen,
Vice Pres.

Sworn before me this 10th days of June 1974

Notary Public

Cook County, Ill.

MY COMMISSION EXPIRES NOV. 17, 1978

Exhibit A-93

C.F.A. Graphics, Ltd.

(Formerly A. LUBLIN, INC.)
185 MADISON AVENUE
NEW YORK, N.Y. 10016
(212) 679-8016

June 4, 1974

REA Air Express
c/o Tom Leonard
400 Delancy Street
Newark, N.J. 07105

Re: An Affidavit to REA Express

My name is ~~(Bill)~~ William Levine and I am responsible for directing the movement of my firms shipments. My company is CFA Graphics, 185 Madison Ave., N.Y.C., N.Y. 10016, and we rely heavily on REA Air Express.

REA Air Express is essential to our transportation needs. We require expeditious service which REA Air Express and their Air Priority Service have been providing. Our shipments are valued art works for the most part and many of our shipments involve a C.O.D. payment upon delivery by our customers. Also, REA Air Express has the nationwide coverage that we require.

We need REA Air Express and their Air Priority Service that no other air service can provide. Loss of this Air Priority Service will do harm to our business and this service must be continued.

Very truly yours,

William D. Levine

William D. Levine
CFA Graphics Sales Manager

State of N.Y.
City of N.Y.

William D. (Bill) Levine personally appeared before me on June 4, 1974.

Cecilia Ann Foster

CECILIA ANN FOSTER

PREFERRED PRINTING PLATES

Exhibit A-94

JAHN & OLLIER *Engraving Company*

817 W. WASHINGTON BLVD., CHICAGO, ILL. 60607 • PHONE 454-1340

June 7, 1974

Affidavit in Support of

R E A AIR EXPRESS

The firm of JAHN & OLLIER Engraving Company would suffer if REA Air Express Service is not allowed to continue as an air priority service company.

We use them daily and would likely be forced to use a premium service to deliver our shipments.

In addition, we could lose some accounts in smaller and distant communities which are presently served by R.E A Air Express.

Thank you for allowing us to express our opinion.

Yours truly,

L. E. Milas

L. E. Milas
Traffic Manager

LEM:dr

Date 6/7/74

Notary Public

Exhibit A-95

The J. M. Ney Company

June 4, 1974

County of New York
State of New York

TO WHOM IT MAY CONCERN:

The J. M. Ney Company, as a manufacturer of precision precious metal products for Dentistry and Electronics throughout the world, relies heavily on shipping services that can provide a fast, reliable and secure handling of our shipments. REA Air Express has and presently provides this service for our Company.

REA Air Express with its priority, nationwide coverage, prompt pick-up and delivery, Armed Guard and Protective Signature Services, has definitely been an asset to The J. M. Ney Company.

Should REA lose the right to operate as it has in the past, I would consider this a loss to our Company's ability to do business and provide these necessary services in the same manner our customers have learned to expect.

Sincerely,

THE J. M. NEY COMPANY

William H. August Jr.

William H. August, Jr.
Shipping Supervisor

Notary
Mary [illegible]
Comm. expires 3/31/

WHA:m

Exhibit A-96

(414) 769-6000

LUCAS-MILHAUPT, INC.

5656 S. Pennsylvania Avenue, Cudahy, Wisconsin 53110

A Handy & Harman Company

May 29, 1974

My name is Jerome A. Fischer, Traffic Manager for the Lucas-Milhaupt Company located at 5656 South Pennsylvania Avenue, Cudahy, Wisconsin.

I would like to go on record in the affidavit as supporting Air Express in it's entirety. Including it's priority service.

No other service available to us today can provide the many services Air Express has to offer. First, and foremost, is the priority service which we need and use when shipping our Precious Metals. REA offers Armed Guard Service and also handles High Value Items which is of great importance to our Company. One Carrier responsibility from the point of origin to destination. Off-Line service to over 20,000 communities.

Because of the many services Air Express provides and its unique position in the movement of important shipments. I sincerely feel that Air Express should be granted the privilege to continue to serve the public as they are now doing.

Jerome A. Fischer

Jerome A. Fischer, Traffic Manager

Subscribed and sworn to before me
this 29th day of May 1974

Notary Public Lois Ehrt
MILWAUKEE COUNTY, WISCONSIN

My commission expires July 6, 1975

Exhibit A-97

AFFIDAVIT

State of California)
County of Los Angeles) SS:

Edward E. Sandstrom, being duly sworn upon his oath according to law, deposes and says:

1. I am the President of Media Metals, Inc., 5820 Van Nuys Blvd., Van Nuys, California. We are wholesalers of precious metals and dry foods.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of REA Air Express, as do the majority of the precious metals industry, for the vast bulk of our shipments to points outside California.

4. There are several reasons our firm uses REA Air Express. First, REA Air Express is most efficient and convenient. To tender a shipment to REA Air Express, one need only hand the shipment to the truckman, who issues a receipt to the consignor. The truck then takes these parcels directly to the airport, bypassing the terminals. This type of handling is very rapid and very satisfactory to us. Second, the fact that the service is so fast means the danger of loss due to theft is minimal. Third, the air delivery and the handling by REA Express in the consignee's city is also quite rapid.

5. Occasionally, other means of shipping our products are used but they are not as satisfactory as REA Air Express. Parcel post will handle precious metals, but this service is very slow, and very inconvenient, since there are very long lines at post office windows in the area in which our firm is located.

6. Your affiant will be gravely injured if REA Air Express is discontinued as the result of an embargo by the airlines. If we cannot have at our disposal an effective means of delivering our metals and food, we may have to close our doors.

Edward E. Sandstrom

Subscribed and sworn to before me this 6th day of June, 1974.

OFFICIAL SEAL
MORRIS H. RAISNER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 24, 1977

Notary Public

Morris H. Raisner

Exhibit A-98

State of Texas)
County of Harris) ss:

Connie Sullivan, being duly sworn upon her oath according to law, deposes and says:

1. I am the President of Molas of Houston, of 3666 Lake St., Houston, Texas. We are sellers of framed, hand-made cloth carvings.

2. I am familiar with the facts and circumstances involved in this action.

3. Our company uses the services of REA Air Express for our shipments to points outside of Houston.

4. There are several reasons our company uses REA Air Express. The main concern when shipping our product is the care with which it is handled and the swiftness used in getting our product to the customer. OUr framed art objects are framed with delicate metal framings and much glass on each piece. We tried other shippers before using REA Air Express only. As a result, there were many damaged pieces arriving to our customers late. Since using REA Air Express we have been virtually free of any customer complaint on the other end.

5. If a decision is made to discontinue REA Air Express this could be extremely injurious to our company. The basis of our company is an effective means of delivering our art objects. To take this means away could imply our own shut-down.

Connie Sullivan

Connie Sullivan

Subscribed and swern to before me this 6th day of June, 1974.

JOSE GARCIA

Exhibit A-99

PARAMOUNT *International Coin Corporation*

PARAMOUNT BUILDING • ENGLEWOOD, OHIO 45322 • TELEPHONE: AREA CODE 513 836-2654
CABLE ADDRESS – PARAMOUNT

May 29, 1974

TO WHOM IT MAY CONCERN:

Subject: Shipper's statement of support of REA's Air Express application for stay.

I, Richard J. Butler, as Assistant Director of Special Projects for Paramount International Coin Corporation, find the need for air express delivery to be of vital importance to our business. As a distributor of rare and modern issue coinage it is necessary to make deliveries under contracts with the most stringent time clauses.

Recently Paramount has begun a new marketing program centering around the state-wide public sale of modern issue foreign coins. Delivery of 10,000 coins valued at $45.00 apiece is not unusual. The concern for security and prompt delivery is of extreme importance. Neither Brink's nor any airlines will guarantee delivery of the valuable cargo, which requires an armed guard escort to the point of departure. Without REA Air Express, and the priority rights it exercises, this special marketing program would be jeopardized and Paramount would lose revenues in excess of $2,000,000.00 annually.

PARAMOUNT INTERNATIONAL COIN CORPORATION

Richard J. Butler
Assistant Director
of Special Projects

May 29, 1974

Before me a Notary Public in and by this county personally appear the above name who acknowledged that he did sign the foregoing instrument and the statement contained herein are true.

CATHERINE M. BROWN, Notary Public
In and for Montgomery & Miami Counties, Ohio
My Commission Expires July 27, 1977

State of Texas)
County of Harris) ss:

Ken Clegg, being duly sworn upon his oath according to law, deposes and says:

1. I am the traffic manager of Star Engraving Co., of 7700 N. Freeway, Houston, Texas. We are manufacturing jewelers and stationers.

2. I am familiar with the facts involved in this action.

3. My firm uses REA Air Express. They handle most of our high value shipments to points outside of Houston.

4. The reasons that we use REA Air Express are: the swiftness and competency with which they handle our high-valued shipments. Also offered are armed guard services, a dependable tracking service, and single billing (whether prepaid or collect).

5. Seldom do we use another shipper other than REA Air Express. Other services are not as rapid as REA Air Express. Most other services including Air Freight and Parcel Post cannot be reliably depended upon when moving gold and silver in large quantities.

6. If REA Air Express is discontinued as a result of the CAB decision, this will cause my company severe problems. No one else covers the country like Air Express. I don't know of any other shipper which can handle high-valued shipments and do it like this company.

Ken Clegg

Ken Clegg

(continued)

The previous page subscribed and sworn to before me this 5TH day of June, 1974.

Hazel M. Kent
Notary Public

My Commission Expires June 1, 1975

Exhibit A-101

June 5th, 1974.

TO WHOM IT MAY CONCERN:

Robert Zimmer, being duly sworn upon his oath according to law, deposes and says:

I am the Traffic Supervisor of Wallace Silversmiths, Quinnipiac Street, Wallingford, Connecticut 06492

R E A "Priority" Air Express has been a vital part of our shipping program and I object to any steps that would alter or eliminate this service.

Many of our customers are located many miles from major air ports and the vast net-work of coverage that Air Express provides allows my concern to service these customers.

It is also vital that our materials (Sterling Silver Hollow-ware) get the best protection and fastest service on the first flights available. "Priority" Air Express provides this service.

I hope you will reconsider the issues involved and decide to continue the dependable service of "Priority" R E A Air Express.

Please support R E As' position in this matter.

Respectfully,

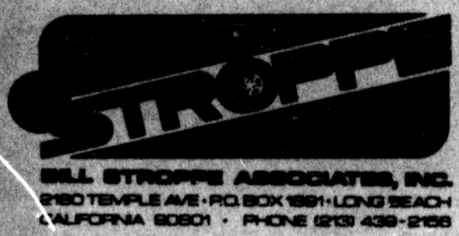
Robert Zimmer

Robert Zimmer
Traffic Supervisor

Subscribed and sworn to before me this 5 th day of June, 1974.

NOTARY PUBLIC My Commission Expires April 1, 1976

Exhibit A-102



State of California
County of Los Angeles

William S. Urquhart Jr., being duly sworn upon his oath according to law, disposes and states:

1. I am manager of the shipping & receiving department of Bill Stroppe Associates, 2180 Temple, Long Beach, Calif. 90804. We are manufacturers of off-road vehicle accessories and race cars. Also we are indirectly affiliated with Ford Motor Company as special program consultants.

2. I am fully aware of all facts and circumstances involved in this action.

3. Our firm uses the priorty service of REA Air Express in many of our dealings with retail, wholsale and special program customers through out the country.

4. There are many reasons for using REA priorty service. Several I will list below:

A- As special program consultants for Ford Motor Company, we are involved with many "RUSH" shipments. Many of these require next day service between points quite distant and our location. REA air priorty has supplied this service.

B- The level of efficiency in priority service is such that virtually no other air freight forwarder to my knowledge can come close to providing. To expound on this statement let me say that the loss factor, be it plain loss or commercial theft is virtually nill.

C- Our firm is on a daily pick up basis with REA Express. When we have a "RUSH" order that must go, we sometimes have very little prior notice. REA can handle this in a most expedient manner by providing immediate attention to our individual problem. I need only to deliver up to the driver, the shipment with the appropriate bill of lading. The shipment then is taken directly to the airport by-passing individual air freight terminals. By providing this service I have the most efficient and safe handling I could possibly wish for.

5. On occasion I have had to go to another air freight forwarder or airlines for transport of individual orders. While their service is satisfactory it is also slower. With a much higher loss factor, granted all carriers pay all legitiment loss or damage claims in due time, however I feel this is an unnecessery inconvenience not only to our firm but to our customers. For this reason I prefer REA Air "Priorty" Express.

6. To my knowledge there is no firm or airlines that can match the services of REA Air Express. To allow this fine service to be discontinued would

place our firm in a very grievious position, that is to say should we lose this most expedient means of transporting vital parts through out the country, we could stand to lose many of the special programs we are involved with, thus causing our firm great financial loss. I feel I am not alone in making this statement.

W.S. Urquhart, Jr.
Shipping Manager
Bill Stroppe Associates

Subscribed and sworn to before me this 7th day of June, 1974

OFFICIAL SEAL
G. WALDYNE WINTER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Feb. 3, 1978

G. Waldyne Winter
Notary Public

Exhibit A-103

VERIFIED STATEMENT OF L. E. MICHEL
STATE OF CALIFORNIA)
: ss:
COUNTY OF LOS ANGELES)

L. E. Michel, being duly sworn, deposes and says that he has read the following statement and knows the contents thereof and that same are true as stated.

He is employed by HUGHES AIRCRAFT COMPANY as Head, Plant Services, El Segundo Manufacturing Division, having served in the capacity of Traffic and Transportation for eighteen years. As a member of the Hughes Aircraft Company Traffic and Transportation Committee, he is the functional specialist for freight traffic and comments now in that capacity.

Hughes Aircraft Company employs in excess of 35,000 employees in advanced electronics associated with the fields of Space and Communications, missiles and avionics, air defense and command and control, industrial electronics and basic research activities.

In 1973, the Company"s annual sales exceeded $1 billion. This wide range of capability has an inherent expanse of logistical requirements not the least of which is the need for a priority air cargo service.

In its operations, the Company has in excess of 6,000 suppliers located throughout the 48 contiguous states providing component material to the Company's major California facilities at Canoga Park, Culver City, El Segundo, Fullerton, Los Angeles, Malibu, Newport Beach, Oceanside and Torrance and its manufacturing plant in Tucson, Arizona. Hundreds of shipments per day are received from these suppliers in accordance with routings

placed on Company purchase orders by Company buyers using a Traffic-issued routing guide. These shipments are feeding production lines and twenty-four hour traceability is a requisite making use of the postal service minimal.

As three-fourths of these inbound shipments are five pounds or less REA Air Express appears in the guide as the air carrier in the low weight bracket in over 250 cities out of over 1000 outside of California. This routing is because of the extensive nationwide service provided our points of origin bolstered by the pickup service of REA Express from off-line points.

Among the hundreds of outbound shipments per day from Hughes Aircraft Company plants via all modes of transportation to points throughout the United States are forty (40) to fifty (50) one to five pound shipments per day of documents, i.e., technical papers, requests for proposals, proposals, etc.

These documents for the most part move via the postal service, However, requests for proposals with short lead time and proposals submitted at the deadline are coordinated and move via commercial carrier between Hughes Aircraft Company Field Offices and its major facilities to assure delivery to and from the customer. The packages may be delivered to the carriers office at origin and be picked up at destination outside of normal working hours, a convenience not available through the postal service.

REA Air Express is the only mode available for many of the above shipments which carry a Department of Defense security classification of SECRET. REA Air Express with its Armed Guard Protective Security Service is the only commercial air carrier authorized to carry SECRET material on scheduled flights. The Department of Defense has advised that should the present

arrangements of priority air express between REA Air Express and the airlines be terminated as directed by the Civil Aeronautics Board, the authorization to carry SECRET material will be withdrawn.

Although the Civil Aeronautics Board in its decision in Docket 22388, Express Service Investigation states that Emery has demonstrated that it would provide security service, there is no evidence that Emery has sought qualification by DOD to handle SECRET material although procedural standards for doing so were published in 1970.

REA Air Express service in its present configuration combining the characteristics of priority boarding of shipments on aircraft and a wide ranging surface transportation capacity is a vital adjunct to the day-to-day transportation requirements of Hughes Aircraft Company. Hughes Aircraft Company supports REA and is concerned of the effects the discontinuance directed by the CAB will have on its operations.

L. E. Michel 5-29-74

L. E. MICHEL DATE

Subscribed and sworn to before me, a Notary Public in and for the County and State above named, this 29th day of May 1974.

NOTARY PUBLIC

MARY H. CIMINO, Notary Public
In and for the County of Los Angeles, State of California

My commission expires Aug. 1, 1977

OFFICIAL SEAL
MARY H. CIMINO
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Aug. 1, 1977

Exhibit A-104

Hughes Helicopters division of summa corporation/culver city, ca. 90230

June 4, 1974

County of Los Angeles)
State of California) ss:

Stanley Noguchi, being duly sworn upon his oath according to law, deposes and says:

1. I am the traffic analyst for Hughes Helicopters, Div. of Summa Corporation, at Centinela and Teale Streets, Culver City, California 90230. I have served as traffic analyst for eight years. My responsibilities include arranging for transportation of company's products worldwide.

2. Hughes manufactures helicopters and armament systems for use with military models. We employ approximately 1400 persons. Our headquarters is at Culver City. In addition we maintain offices at St. Louis, Missouri, which effects coordination with U. S. Army Aviation, and an office in Washington, D. C. for liaison with the federal government.

3. I have been informed of the court action for this case. Hughes supports REA Air Express request for a stay on the August 1, 1974 deadline with the CAB.

4. This Company has used the services of REA Air Express for over 20 years. During this period, Air Express has given us excellent small package single carrier for distribution of our aircraft parts. Not only do they handle both prepaid and collect shipments, but also provide special services as armed guard and classified material at a reasonable charge. In our business, AOG (aircraft on ground) shipments are dispatched daily to our customers nationwide. AOG is costly for everyone and fast delivery is of prime importance. Since REA Air Express has precidence over air freight, we are consistingly using this routing to expedite our AOG shipments. During the recent fuel crisis, when the airlines curtailed flights to many destinations, we used the Air Express "leverage" to get our parts to our numerous anxious customers. Many have expressed there is no substitute service available in today's air freight forwarding, and great harm will be expreienced by all if the Air Express service is eliminated by the decision of the CAB.

Stanley Noguchi

Subscribed and sworn to before me, this 4 day of June, 1974.

Dick D. West
Notary Public

OFFICIAL SEAL
DICK D. WEST
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 17, 1974

Exhibit A-105

JEMCO AIRCRAFT REPAIRS & MFG., INC.
910 AVENUE M
GRAND PRAIRIE, TEXAS 75050
214/ 263-4129

State of Texas
County of Dallas

Dravo Coffey, being duly sworn upon his oath according to law, deposes and says:

1. I am the President of Jemco Aircraft Repairs & Mfg., Inc., 910 Ave. M, Grand Prairie Texas.

2. I am familiar with the facts and circumstances involved in this action.

3. My firm uses the services of REA AIR EXPRESS as the need for Priority arises.

4. There are several reasons my firm uses REA AIR EXPRESS. First, To tender a shipment to REA AIR EXPRESS, one need only hand the shipment to the truckman, who issues a receipt to the consignor. Second, there is only one bill of lading, one carrier. Third, Priority is of utmost importance, as an aircraft is down at some airport and the parts are needed, to get back in operation. Same day or next day service is of utmost importance to my firm.

D. Coffey
Dravo Coffey

Subscribed and sworn to before me this 30th day of May, 1974.

Argerie James
Notary Public

Exhibit A-106

In reply refer to

NORTHROP

I am John G. Reid, Traffic and Shipping Manager, Aircraft Division, Northrop Corporation. I have been employed by Northrop for over 22 years in the Traffic Department. Our Division Offices are located at 3901 W. Broadway in Hawthorne, California.

I am familiar with the facts and circumstances involved in the termination of Air Express Service with the various airlines in the United States. We utilize the services of REA Air Express and are concerned that the elimination of their services as currently performed will pose problems for which solutions are not yet available.

We must ship classified material between various locations within the United States and it is essential that expedited service be available and performed. Equally important to those shipments, is their constant 24 hour protection. At the present time, Air Express is the only carrier qualified and able to perform the service required.

If their services are discontinued, it will be necessary for us to expend considerable money and use personnel as couriers to hand carry these shipments to destination. Although this type of handling is adequate, it is far from efficient and the cost would be excessive.

Therefore, we urge that REA Air Express Service not be discontinued.

Respectfully submitted,
Northrop Corporation, Aircraft Division

John G. Reid, Manager
Traffic and Shipping

VERIFICATION

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

John G. Reid, being duly sworn, deposes and says that he has read the foregoing statement and knows the contents thereof and that the same are true as stated.

John G. Reid

Subscribed and sworn to before me this 31st day of May 1974.

OFFICIAL SEAL
HELEN L. BENGEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Feb. 14, 1977

Notary Public

11500 S. Menlo, Apt. #E, Hawthorne, CA. 90250

Exhibit A-107

ROCKET AIR SUPPLY, INC.
724 - 111TH STREET, P. O. BOX 5268
ARLINGTON, TEXAS 76011

(817)-261-2701

May 31, 1974

State of Texas
County of Dallas

Charles Ramsey, being duly sworn upon his oath according to law, disposes and says:

1. I am the President of Rocket Air Supply Company, 724 - 111th Street, Arlington, Texas 76011.

2. I am familiar with the facts and circumstances involved in this action.

3. My company uses the services of REA AIR EXPRESS as do a majority of companies in the hardware and fastener industry.

4. There are several reasons my company uses REA AIR EXPRESS. First, REA AIR EXPRESS is most efficient and convenient with fast pickup and delivery service. Second, with only one bill of lading, tracing is quick and effective. Third, PRIORITY service is most reasonable compared to a like service offered by other companies.

5. At present, there is no substitute plan or service offered to replace those presently provided by REA AIR EXPRESS.

Charles Ramsey
Charles Ramsey

Subscribed and sworn to before me this 31st day of May, 1974.

Notary Public

Exhibit A-108

Van Dusen

AIRCRAFT SUPPLIES P. O. Box 10133, Lambert Field, St. Louis, Mo. 63145 Phone: (314) 731-1703 Telex: 44-7617

May 29, 1974

TO WHOM IT MAY CONCERN:

This is to advise that the discontinuance of REA Air Express would greatly impair the services rendered by this company to our 20 locations across the country and their customers, particularly when emergencies occur, and in our business there are many of them.

We are wholesale distributors of aircraft parts and supplies and when there is an AOG every effort is made to expedite the part or parts required. These emergencies do not always occur in an area covered by the major airlines or even the feeder lines. That is one of the many reasons we need REA Express with their surface set-up or off line service.

We like and need their pickup and delivery service and we also appreciate their handling of high value and classified items, and their computerized method of tracking shipments.

We need REA service in addition to airline service and it is hoped that the CAB will see fit to let them continue their operations which we desperately need in our particular line of business.

VAN DUSEN AIR, INC.,

P. G. Bingaman,
Vice President - Operations

F. L. Freeman,
Manager, Stores & Traffic.

SUBSCRIBED AND SWORN TO before me

this 30th day of May, 1974.

Barbara Dockins
Notary Public.

NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 1, 1977

Exhibit A-109

COOK FOODS, INC.
P. O. BOX 15435 • TAMPA, FLORIDA 33614 • (813) 877-5356

State of Florida)
County of Hillsborough) ss:

Dennis Miguel, being duly sworn upon his oath according to law, deposes and says:

1. I am the shipping supervisor of Cook Quik Foods, Inc., of 4819 N. Cooper Place, Tampa, Fla. We are manufacturers of portion control meats and seafoods.

2. I am familiar with all the facts and circumstances surrounding this action.

3. Our company solely uses the services of REA Air Express as do most of the meat portion control and seafood manufacturers for the purpose of providing samples of our products for our current and prospective customers.

4. There are several reasons our company uses the services of REA Air Express. First, REA Air Express provides us with rapid and efficient service in providing our users of our samples. All of our shipments are highly perishable products packed in dry ice and that is the most prominent reason we use REA Air Express. They are the most rapid and efficient air carriers to fill our company's needs. Indeed, we could use a commercial airline's air freight accommodations to send our shipments to our users, but that restricts us to their flights and their convenience and not to our specific needs. By

using REA Air Express also, our shipment can be put on the earliest available flight to our destination points by any one of the many commercial airlines. In the event that our shipment does not arrive at the destination on schedule, REA Air Express provides us with a rapid computerized tracking service enabling us to make additional arrangements with our user and his customer. Also, much of our business is done through brokers and we are obligated to furnish them with samples of our products to provide them for their certain needs. This would not be possible without the services of REA in their present state. REA Air Express provides us with the most efficient, rapid and economical way to carry on our way of business and without their services we could not carry on our manner of doing business with our brokers and customers in the most efficient way possible.

5. Your affiant will be gravely injured if REA Air Express should be discontinued as the result of an embargo by the commercial airlines. If we cannot have the means of service which REA Air Express provides us with now, our business will surely not profit next year as much as it has in the past with the service of REA Air Express.

Dennis Miguel

Dennis Miguel

Subscribed and sworn to before me this 31 day of May, 1974

George E. Warren

Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 16, 1976

Exhibit A-110

State of Kentucky
County of Jefferson

Perry O'Brian, Jr., being duly sworn upon his oath according to law, desposes and says:

1. I am employed by Louisville Chair Company, Louisville, Kentucky 40210, as Manager, Traffic Services.

2. I am familiar with the facts and circumstances involved in this case.

3. Our firm uses the services of REA Air Express.

4. We ship our samples throughout theUnited States, and receive the fastest possible service. REA Air Express provides us with a priority service that cannot be duplicated by other air services.

5. If REA Air Express is not permitted to operate as it has been, it will cause hardship on both our business and the expedient delivery of our parts to our customers. There is no alternate carrier we can use as economical and as efficient as REA Air Express.

SIGNED AND SWORN TO BEFORE
ME THIS 7th DAY OF June 1974

Irene A. Deitsch, Notary Public

Perry O'Brian, Jr.
Manager, Traffic Services

My Commission Expires April 28, 1976

Exhibit A-111

U.S. Plywood

lexible Materials/P.O. Box 21153, Louisville, Kentucky 40221 Telephone 634-3681

Jefferson, County of Louisville, Ky.

Naomi Jones, being duly sworn upon her oath according to law, deposes and says:

I am the traffic manager of U. S. Plywood, Flexible Materials, 2921 South Floyd St., Louisville, Kentucky. We are manufactures of Wood Veneer Products.

As a shipper that deals with many small but valuable shipments we have found REA Air Express to be a convenient and economical means of transportation. We rely on them to give us complete pickup and delivery service with one billing. We are located near the airport, and since some of our customers call in late in the day and require their material out the same day by air, we depend on REA Air Express and they can give us special late pickups. This service is available without additional cost.

Many of our shipments are exported to Canada and we have always received satisfactory service with economical rates.

In view of the above, we feel that if REA Air Express loses it's Air Cargo Service priority, it will cause us many problems in the handling of our shipments.

Naomi Jones

Naomi Jones

Subscribed and sworn to before me this 3rd day of June, 1974.

John H. Lynch, Notary Public
My Commission expires August 26, 1975

John H. Lynch

Exhibit A-112

EDUCATIONAL TESTING SERVICE PRINCETON, N.J. 08[illegible]

Area Code 609
921-9000
CABLE-EDUCTESTSVC

June 5, 1974

State of New Jersey
County of Mercer

I, Michael M. Stukane, being duly sworn, upon my oath, according to law hereby depose and say:

1. That I am the Head of the Distribution Center for Educational Testing Service, 1440 Lower Ferry Road, Trenton, New Jersey, and am thoroughly familiar with the facts of Docket 26238 (CAB).

2. ETS is a non-profit organization and its primary aim of all its activities is to serve education through measurement, research and related services.

3. We have been making daily shipments by Air Express because of their greatest geographical coverage and our shipments are made to schools, colleges and universities throughout the fifty United States.

4. The possibility that Air Express may be discontinued is of great concern to us as many of the testing and educational programs have relatively short delivery time and we now have the fastest delivery we can find in Air Express.

5. In addition to having our shipments under security control, we also have one carrier for pickup, delivery and one of the fastest and reliable tracing methods for our purposes.

6. It is of great importance to us to have inside delivery service and a signature obtained and still not pay an extra premium for the inside delivery. The simple rate structure and door-to-door rates are vital services for our needs.

7. If Air Express is discontinued, we will be greatly handicapped in the physical movement of our shipments and the economical impact of paying higher rates by another method.

8. We, therefore, request and implore that the Air Express Service be retained in its present operating status.

State of New Jersey
County of Mercer
Subscribed and sworn to before me
this 5 day of June, 1974

Shirley B. Johnson

SHIRLEY B. JOHNSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 3, 1979

Michael M. Stukane

MICHAEL M. STUKANE
HEAD, DISTRIBUTION CENTER

Exhibit A-113

EMORY UNIVERSITY
ATLANTA, GEORGIA 30322

PURCHASING DEPARTMENT

May 30, 1974

TO WHOM IT MAY CONCERN:

This affidavit is to affirm Emory University's continuing need for those specialized transportation services as offered by REA Air Express. Emory University Purchasing Department services accounts scattered over the Atlanta area including Grady Hospital, the Henrietta Egleston Hospital for Children, Emory Hospital, Emory Winship Clinic, Yerkes Regional Primate Research Center, the Georgia Mental Health Institute, and directly supports research in many individual laboratories located within these institutions. Our lack of a centralized receiving function places a premium on accurate timely delivery of the live research animals, labile serums, and biologicals; and emergency equipment purchases needed to support our broad base research and patient care programs. In order for these programs to continue in an economic and efficient manner, it is therefore suggested that this Air Express Service be continued.

W. G. Beasley
Director of Purchases

dm

Rose Steine
Notary Public, Georgia, State at Large
My Commission Expires Oct. 5, 1974

Exhibit A-114

INDIANA UNIVERSITY
Purchasing Department - Indianapolis
630 WEST NEW YORK STREET
INDIANAPOLIS, INDIANA 46202

June 5, 1974

Gentlemen: To whom it may concern

I would like to express my support in favor of the Priority for R.E.A. Express; Air Service extended to all our departments in Medicine and Surgery. It is very important to our operation here at Indiana University, Purdue University-Indianapolis.

Yours Truly,

Leonard Kyle
Supervisor of Shipping & Receiving

RLK/mc

Subscribed and sworn to before me this 5th day of June, 1974.

Dorothy A. Davis
Notary Public

My Commission Expires:

11-1-75

Exhibit A-115

STATE OF TENNESSEE

COUNTY OF DAVIDSON

M. Angelyn Campbell, being duly sworn, deposes and says:

1. I am a buyer in the Purchasing Department of Vanderbilt University, Nashville, Tennessee 37235. In this capacity I am responsible for Vanderbilt's transportation requirements. Though we are a consignee, we instruct our shippers to use REA Air Express if the need is urgent. Last year, for example, we used this service for the receipt of 1,083 shipments of various commodities including live animals and perishables from 21 forwarding points throughout the United States.

2. REA Air Express is essential to our transportation needs. We receive live animals and perishable material shipments carried by REA within 24 hours. These items are essential to Vanderbilt's hospital, medical school and research facilities. If such items do not arrive within 24 hours, they will die or spoil. We must have a method of priority shipment or our institution will surely suffer.

3. In addition, only REA Air Express offers the wide coverage Vanderbilt requires.

4. If Air Express is terminated, we will be irreparably injured.

M. Angelyn Campbell

M. Angelyn Campbell

Sworn to before me this
third day of June 1974

Dolly Pretzel, Notary Public

My Commission Expires AUGUST 16, 1977

Exhibit A-116

State of Kentucky
County of Jefferson

George Gaines, being duly sworn upon his oath according to law, desposes and says:

1. I am employed by Brown-Forman Distillers Corp., 850 Dixie Highway, Louisville, Kentucky 40210 as Manager, Traffic Services.

2. I am familiar with the facts and circumstances involved in this case.

3. Our firm uses the services of REA Air Express.

4. We ship our samples and receive emergency maintenance parts throughout the United States, and receive the fastest possible service. REA Air Express provides us with a priority service that cannot be duplicated by other air services.

5. If REA Air Express is not permitted to operate as it has been, it will cause hardship on both our business and the expedient delivery of our parts to our customers. There is no alternate carrier we can use as economical and as efficient as REA Air Express.

SIGNED AND SWORN TO BEFORE
ME THIS 6 DAY OF June, 1974.

Notary Public, Jefferson County, Ky.
My Commission expires Sept. 23, 1976

George E. Gaines
Manager, Traffic Services

Exhibit A-117

THE FLEISCHMANN DISTILLING CORPORATION

PLAINFIELD, ILLINOIS 60544

June 11, 1974

TO WHOM IT MAY CONCERN:

I, James L. Ackerman, would like to support REA Express in their efforts to retain their Air Express Priority for the following reasons:

1. Daily service to most all off-line points.
2. No interchange of freight.
3. Efficient pickup service.
4. Thru-billing offers ease in tracing situations.

James L. Ackerman, Traffic Manager
The Fleischmann Distilling Corp.
Plainfield, Illinois 60544

Subscribed and sworn to
before me this 11th day
of June, 1974.

Notary Public
My Commission Expires
August 4, 1977

Exhibit A-112

THE COPELAND COMPANY, INC.

CUSTOM HOUSE BROKERS

PORT EVERGLADES STATION
FORT LAUDERDALE, FLA.
33316

CUSTOMHOUSE
LICENSE No. 4206

701 S.E. 24TH ST.
ELLER OFFICE BLDG. No. 2
OFFICE No. 103

FOREIGN FREIGHT FORWARDER
F.M.C No 469

TELEPHONE
523-6411
(MIAMI) 947-1621
CABLE COPEPORT

TO WHO IT MAY CONCERN:

We are International Freight Forwarders and Customs House Brokers at Port Everglades, Miami, West Palm Beach, and Tampa, Florida.

We utilize the service of REA Air Express and REA Express from the ports we operate out of to numerous points in the United States and Foreign. We have not found another service to compete with REA. They will accept personal effects on a C.O.D. basis and collect our advanced charges. They also offer a door to door service faster than any other that we have found.

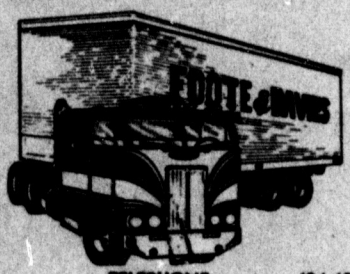
Very Truly yours,
THE COPELAND CO., INC.

Michael A. Law
Vice President- General Manager

MAL/cag

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 13 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Exhibit A-119



Foote & Davies
TRANSPORT CO.

3101 McCALL DRIVE • DORAVILLE, GEORGIA 30340

TELEPHONE — 404-451-4511 WATS — 1-800-241-6221 TELEX — 54-2408

James L. Carter
Traffic Manager

June 7, 1974

TO WHOM IT MAY CONCERN:

This affadavit is to affirm that I, James Carter, Traffic Manager of the Foote & Davies Transport Co., do feel that the continuance of Air Express as a priority carrier is a necessary factor in the transportation field.

This service has been used by this company and our many customers over the course of these years, for constant and dependable air service.

In order that our customers continue to have access to an economic and efficient service, I would suggest that "Air Express" be continued.

Sincerely,

James Carter
TRAFFIC MANAGER

June 10, 1974

Notary Public, Georgia State at Large.
My Commission Expires Jan. 2, 1976

Exhibit A-120

State of Michigan)
County of Wayne)

John Poupore being duly sworn upon his oath according to law, deposes and says:

1. I am a Vice President of Helm, Inc., 2550 East Grand Boulevard, Detroit, Michigan. We are specialists in Distribution Services.
2. I am familiar with the facts and circumstances involved in this action.
3. Our firm uses the services of REA Air Express as do most of our competitors in Detroit.
4. Because of their priority service, we have learned to expect that those fast shipments, which are a part of our distribution business, will be handled properly. Because the materials we ship are for dated meetings, the meetings would be useless if the materials were not delivered in time for the meeting. No matter how much pre-planning we do to provide a few days lead time, something always comes up to change our plans.
5. Here at Helm, Inc. we use all phases of transportation and also other air freight forwarders, but when the deadlines are real tight, we go with REA Air Express.
6. We really feel that eliminating or changing the present method of priority shipping of REA Air Express would severly limit our ability to service the automobile industry which we all know has had its problems for other reasons.

John L. Poupore

Subscribed and sworn to before me this 4th day of June, 1974.

NOTARY PUBLIC
LOIS I. KLEBS
Notary Public Oakland County, Mich.
(Acting in Wayne County)
My Commission Expires Jan. 16, 1977

Exhibit A-121

June 11, 1974

State of Florida
County of Broward

To: Whom it may concern

Strachan Shipping Company, acts as agents for several cruise ships sailing from Port Everglades Florida. As agents, we are responsible for and required to forward passenger baggage and personal effects by the most expeditions and at the same time economical means at our disposal.

Our firm uses REA Air Express because of the fact that only one firm is required from shipside to consignee door. This ease of handling results in considerable savings of time and money, and is invalueable to the receivers by knowing that they have to look to only one carrier.

Other means of shipment have resulted in delayed shipments, extra costs, lost shipments, unhappy passengers.

Elimination of REA Air Express could severly handicap our operation, resulting in displeased passengers, as well as considerably increasing cost to the passengers in time and and money.

C. L. COLLINS
Vice President-South Florida

Subscribed and Sworn to before
me this 28th day of June 1974

NOTARY PUBLIC

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 3, 1974
Bonded By American Bankers Insurance Co.

Exhibit A-122

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared MITCHELL B. FRIEDMAN, Director of Photographic Services for Houston Oilers, Inc., a Texas corporation, who being duly sworn upon his oath, deposes and says:

1. "I am the Director of Photographic Services for Houston Oilers, Inc., one of twenty-six professional football teams comprising the National Football League. The club's general offices are located at 6910 Fannin Street, Houston, Texas, 77025;

2. "I am familiar with the facts and circumstances involved in this action; and

3. "Our club uses the services of REA Air Express, as do the other twenty-five NFL teams, for exchanging game films with the other clubs. This mutual film exchange is a vital aid to the Oiler coaching staff and that of every team; it is essential to the preparation of a weekly game plan. To illustrate: Ten days prior to a given game, Houston will ship its opponent, via REA Air Express, a print of its film taken at the game Houston played two Sundays prior to such shipping date. Likewise, Houston's opponent ships Houston a print of the film taken at its game played two Sundays prior to shipment. To insure that these films can be edited and presented to the respective teams' coaches in useful form by the Monday prior to a given game, one-day shipments are highly desirable, if not mandatory. Without the priority service now provided by REA Air Express, film shipments would in all probability be delayed by as much as two days. Consequently, coaches would have two days less in which to formulate effective game plans, and to actually implement such plans on the practice field. Speed of shipment is, therefore, the name of the game, and without it, it is the affiant's opinion that the quality of professional football will suffer.

"By way of example, last season the Oilers consistently enjoyed 6-hour service from Houston to New York City via REA, while its non-priority 'competitors' could offer only two or three day service between these points, and then at approximately three times the price. Additionally, REA provides its customers with a shipment tracing service, the attributes and quality of which are unavailable through its closest competitors.

"FURTHER AFFIANT SAITH NOT."

Mitchell B. Friedman
MITCHELL B. FRIEDMAN

SUBSCRIBED AND SWORN TO BEFORE ME by the said Mitchell B. Friedman this the 5th day of June, 1974, to certify which witness my hand and seal of office.

Paul A. Swearingen
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S
My commission expires
June 1, 1975

Exhibit A-123

State of South Carolina)
County of Greenville) ss:

James Bright, being duly sworn upon this oath according to law, deposes and says:

I am the President of Bright's Florist Supply, Inc., of 1 Eisenhower Ave., Greenville, South Carolina. We are florist wholesalers and I have been in this business for 25 years. I have relied on REA Air Express throughout the years to provide me with expedite service on perishable flowers coming to me daily from various origin points across the nation.

There are several reasons our firm uses REA Air Express. First, is the fact that with their priority air express service, we receive our perishable goods on expedite basis, saving anywhere from 12 hours to 24 hours over other types of air transportation, and this time period is critical in our business. If we were to lose this valuable time period, it would mean considerable expense to us. Second, REA Air Express is most efficient and convenient. We are notified immediately upon arrival of our shipments and the handling done by REA Air Express is quite satisfactory. Third, REA Air Express has single line billing, handling both prepaid and collect shipments, and special services such as security signature service and armed guard service if necessary. Fourth, the fact that the service is so fast and the tracking procedures are so efficient, we are able to provide our customers with their goods, or, up to date information on them.

If REA Air Express is discontinued as the result of CAB rulings, we must have at our disposal an effective means of service which is now being provided by REA Air

Express.

James Bright

James Bright

BRIGHT'S FLORIST SUPPLY, INC.
1 EISENHOWER AVENUE
GREENVILLE, S. C. 29607

Subscribed and sworn to before me this 10th day of June, 1974.

Brenda S. Long

Notary Public
My Commission Expires: 11/8/81

Exhibit A-124

State of Pennsylvania

County of Philadelphia

Marianne Martin, being duly sworn upon her oath according to law, deposes and says:

1. I am the Traffic Manager of Haven Chemical Division of Haven Industries, 5000 Langdon Street, Philadelphia, Pennsylvania. We are in the manufacture of functional monomers and custom synthesis of chemicals.

2. I am familiar with the facts and circumstances involved in this action.

3. Our firm uses the services of both REA Air Express and Surface internationally and domestically.

4. REA Air Express is most efficient and convenient. Their procedure and type of handling is very rapid and very satisfactory to both us and our customers who benefit greatly by the air delivery and fast routing to the consignee's town which often is another distance from the airport. The danger of our monomers turning into polymers with less rapid service is also lessened.

5. We have found parcel post very slow, lost and/or damaged shipments high, and very inconvenient as to going to the post office daily. We have found common motor carriers are too slow and expensive for our intermediate weight packages.

6. The discontinuance of such effective service as provided by REA Air Express would greatly hamper our shipping activities and our customer relations.

Marianne Martin

Marianne Martin

Subscribed and sworn to before me this 13 day of June 19 X

[illegible]

[illegible] EXPIRES JAN 29 19[illegible]

Exhibit A-125

NALCO CHEMICAL COMPANY
180 N. MICHIGAN AVENUE • CHICAGO, ILLINOIS 60601 • AREA 312-822-1200

June 10, 1974

AFFIDAVIT IN SUPPORT OF THE CONTINUANCE OF REA AIR EXPRESS SERVICE:

Nalco Chemical Company requires the continued services presently offered by REA Air Express. Nalco is a producer of specialty chemicals and services for industrial processes, operating 12 plants in the United States, plants in several other nations, and an extensive warehouse network. Our customers are located in major cities as well as out of the way rural areas, oilfields, and refineries.

REA Air Express is the only carrier which can furnish single line responsibility service to 522 airports, encompassing 22,000 communities. No other single carrier can furnish the service to so many remote areas as we receive from REA Air Express. Important features of REA Air Express are their Signature Service and Priority Boarding arrangements with 31 airlines.

Our small shipment distribution flow, including sample shipments for testing and research, makes it essential to retain the present available service of REA Air EXpress.

Henry Sarnecke
Assistant Traffic Manager

Subscribed and sworn before me this
11TH day of June 1974.

Joanne C. Fare
Notary Public
MY COMMISSION EXPIRES NOVEMBER 1, 1975

June 10, 1974

AFFIDAVIT IN SUPPORT OF THE CONTINUANCE OF REA AIR EXPRESS SERVICE:

Nalco Chemical Company requires the continued services presently offered by REA Air Express. Nalco is a producer of specialty chemicals and services for industrial processes, operating 12 plants in the United States, plants in several other nations, and an extensive warehouse network. Our customers are located in major cities as well as out of the way rural areas, oilfields, and refineries.

REA Air Express is the only carrier which can furnish single line responsibility service to 522 airports, encompassing 22,000 communities. No other single carrier can furnish the service to so many remote areas as we receive from REA Air Express. Important features of REA Air Express are their Signature Service and Priority Boarding arrangements with 31 airlines.

Our small shipment distribution flow, including sample shipments for testing and research, makes it essential to retain the present available service of REA Air Express.

Henry Sarnecke
Assistant Traffic Manager

Subscribed and sworn before me this
11TH day of June 1974.

Notary Public
MY COMMISSION EXPIRES NOVEMBER 1, 1976

bcc: Mr. Tom Cole, President, REA
Mr. Joe Rucys, National Account Executive, REA, Chicago
Mr. J. E. Carr, Corporate Traffic Manager, Nalco

Exhibit A-126

RADIUM CHEMICAL COMPANY INC.

161 EAST FORTY-SECOND STREET

NEW YORK, N. Y. 10017

LUMINOUS COMPOUND DEPARTMENT

CABLE ADDRESS
"RADIUMCHEM, NEW YORK"

An Affidavit to REA Express

My name is Donald D. Kauffman and I am the Vice-President of Radium Chemical Company, Inc., 161 East 42nd Street, New York, N. Y. 10017. In this capacity, I am responsible for directing and controlling our transportation requirements. My company is in the Radium and Radon business. We rely heavily on REA Air Express. Last year, for example, we used this service for the movement of approximately 1,700 shipments of Radium and Radon from one forwarding point to nation-wide cities.

REA Air Express is essential to our transportation needs. Our business requires the consistently expeditious service which REA Air Express priority has been providing. We have found no other service which will meet our needs. We have used other Air Freight Forwarders and found their services to be too slow and inconsistent. As an example, an Air Freight Forwarder service took approximately four days between New York and Houston, Texas. REA Air Express service consistently provides us with next day service between these points.

Finally, only REA Air Express offers the wide coverage that we require. For instance, we have shipped Radium between New York City and Newark, New York by REA Air Express. We have offered the same type of shipments to another Air Freight Forwarder between these points, which were refused. The Air Freight Forwarders in general do not have the geographic coverage necessary for our needs.

In sum, only REA Air Express has the requisite priority, commodity coverage, and geographic coverage to meet our needs.

Donald D. Kauffman
Vice President

Sworn tobefre me this

23rd day of May 1974

KATHLEEN A. DEVINE
Notary Public, State of New York
No. 24-4607485
Qualified in Kings County
Term Expires March 30 1975

Kathleen A. Devine

Exhibit A-127

June 13, 1974

My name is Ron Rock, Traffic Supervisor for Aldrich Chemical Company of Milwaukee, Wisconsin.

I have been using RMA Air Express Priority Service for many years and I want to go on record in support of it.

I feel that if they are not granted the privilidge to continue this Priority Service on a permanent basis, we would lose a unique and important service to our customers and to ourselves.

There is no adequate substitute for their one carrier service, including off-line responsibility, and losing the privilidge of this Priority Service could result in damage to our industry.

Ron Rock

Ron Rock/ms
Traffic Supervisor

Subscribed and sworn to before me this 13th day 3 June, 1974

Lorraine Hill
Notary Public
My Comm. expires 6/22/75

Aldrich Chemical Company, Inc.
940 West St. Paul Avenue Milwaukee Wisconsin 53233 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052

Exhibit A-128

PRECISION RUBBER PRODUCTS CORPORATION

one of The Signal Companies

"O" Rings, Seals and Custom Molded Rubber Products

Hartmann Drive, Lebanon, Tennessee 37087

(615 - 444-0191)

June 5, 1974

TO WHOM IT MAY CONCERN:

My name is Carl Senne and I am Production Control Manager for Precision Rubber Products in Lebanon, Tennessee.

Our firm uses the services of REA Air Express for the vast majority of our air shipping. There are several reasons our firm uses this service. First, REA has drivers in Lebanon daily in order for us to get fast, reliable pickup. Second, REA Air Express is most efficient and convenient. Their documentation is quite simple, requiring only one bill after being picked up. Our freight goes directly to the airport, by-passing the terminals. This type of handling means rapid service. Third, the air delivery and handling by REA Air Express in the consignee city is also quite rapid. Fourth, the fact the service is so fast means the danger of lost production time for the consignee is minimal.

Occasionally, other means of shipping our products are used, but they are not as satisfactory as REA Air Express. Air Freight charges are extremely high in comparison. Parcel Post service is very slow and inconvenient.

My company's survival depends on being able to give fast delivery to our customers. If REA Air Express loses its priority our delivery service will be slowed down, quite possibly causing considerable harm to my company.

Carl F. Senne, Jr.
Production Control Manager

CFS:gg

Sworn to before me and subscribed in my presence this 5th day of June, 1974

Exhibit A-129

STATE OF MISSISSIPPI)
CITY OF JACKSON)
COUNTY OF HINDS)

I, Jim Buck Ross, being duly sworn upon this oath according to law, deposes and states:

1. I am the Commissioner of the Mississippi Department of Agriculture and Commerce, 1604 Walter Sillers State Office Building, Jackson, Mississippi, 39202. We are the Elective Agricultural Promotional Agency of the State of Mississippi.

2. This Department has surveyed a wide range of agriculturally related agencies that utilizes the services of REA Air Express, their door-to-door delivery, single billing of prepaid services, the service of beyond or off line service and their efficient tracking shipment service.

3. Some of the reasons expressed by various agencies relative to their use of REA Air Express include:
   (1) The ability to get a shipment rapidly to the direct point of destination.
   (2) The assurance of space available for freight on the airline flights enables them to confirm commodity shipments to points of need on schedule and not to have them stock-piled until a load is ready or space is available.

4. Please consider the needs of the wide range of people serviced by this door-to-door policy. Our business is to be of service to agriculturally related people and their needs in this area is of concern to us.

Jim Buck Ross

Jim Buck Ross, Commissioner

Subscribed and sworn to before me this 7th day of June, 1974.

Sandra F. Bullock
Notary Public

My Commission Expires March 14, 1978

Exhibit A-130

STATE OF MISSISSIPPI)

CITY OF JACKSON)

COUNTY OF HINDS)

I, Robert L. Robinson, being duly sworn upon this oath according to law, depose and state:

1. I am the Executive Director of the Mississippi Agricultural and Industrial Board, 2000 Walter Sillers Building, Jackson, Mississippi 39202. We are the Economic Development Agency of the State of Mississippi.
2. We are familiar with the facts and circumstances involved in this action of non-renewal of contracts between REA and the airline companies.
3. Our Agency utilizes the services of REA Air Express, their door-to-door delivery, single billing of prepaid services, the service of beyond or off-line service and their efficient tracking shipment service.
4. There are several reasons our Agency uses REA Air Express:
   (1) We can get a shipment rapidly to the direct point of destination, not just to the big cities to be re-routed by another company or stocked awaiting the consignee to personally pick up.
   (2) Their assurance of space available for freight on the airline flights assures us of moving our shipments to our points of need, not to have to let them stock-pile until a load is ready or space is available.
   (3) We feel we must use the best service for the lowest cost.

5. Our Agency uses the REA freight service also. We feel their company needs the combined services of air and surface to properly and economically function.

6. Please consider the needs of the vast number of people serviced by this door-to-door policy and elimination of more than one company having to handle a shipment. Our business is to service the people's needs and this is one avenue we use to accomplish a phase of our work.

Robert L. Robinson
Executive Director

Subscribed and sworn to before me this 7th day of June, 1974.

Dorothy Schultz
Notary Public

My Commission Expires March 29, 1975

Exhibit A-131

MCI TELECOMMUNICATIONS CORPORATION
MCI BUILDING 1150 17th ST., N.W., WASHINGTON, D.C. 20036 • 202-872-1600

Respond To: 2681 Coyle Road, Elk Grove, Illinois 60007
312-593-6199

JUNE 6, 1974

TO WHOM IT MAY CONCERN:

I Gregory Carlson being duly sworn upon his oath according to law desposes and says:

I am the Traffice Manager of MCI Telecommunications warehouse, located at 2683 Coyle Ave., Elk Grove Village, Illinois. We are the National Service Center of our company for the whole country.

I am familiar with the facts and circumstances involved in this action.

Our company uses the services of REA Air Express because it is the least expensive and most direct means of transportation to our various branch offices.

In todays highly competitive field of business communications only the company that can provide its customers with quick service can expect to survive. The loss of REA Air Express services would seriously jeopardize an effective means of delivering our electronic equipment and other material.

Gregory Carlson

Subscribed and sworn to beofre me this 7 day of june, 1974

Jack Wansinger

Exhibit A-132

My name is Joyce Keel. I am the Purchasing Agent for Southern Telephone Systems, Inc. of 237 Oxmoor Circle, Suite 101, Birmingham, Alabama 35209. Southern Telephone Systems, Inc. is an Interconnect Company and we sell Telephone Systems to various companies over the Southeast.

Our company uses the service of REA Air Express as do the majority of companies and manufacturers. We use the service of REA Air Express to deliver equipment to us from areas all over the USA and also to deliver equipment to areas that we are installing telephone systems. Without the fast service and pickup of REA Air Express our company could not complete the installation in the set time given us. With REA Express our company is not worried about the loss or damage to our equipment. With electrical equipment being very fragile one has to be very careful how it is handled. We know that REA Air Express will deliver the equipment to the door of the company where we are installing equipment and we know that the equipment will not be held up in airport terminals or damaged in the process of moving around, this gives us more assurance of rapid and safe delivery of our equipment from REA Air Express.

We do use other means of shipping our equipment but find them unsatisfactory when compared with REA Air Express. We use Air Freight at times but have had experience with our equipment being held up in terminals for a long length of time and had to track the equipment down by calling long distance to different airport terminals. With REA Air Express all we have to do is to call their office here in Birmingham and they will locate the equipment for us if necessary. We have used Parcel Post but have had the experience with our materials being lost in the mailing process. Often we have used Truck Lines but have had the experience of our equipment being delivered damaged.

Your affiant will be gravely injured if REA Air Express priority air service is allowed to be discontinued. If we cannot have at our disposal an effective means of delivering our equipment, our company will have difficult problems at times.

Joyce Keel

Exhibit A-133

KING KORN STAMP COMPANY

June 4, 1974

To Whom It May Concern:

I Ron Matula, being duly sworn upon his oath according to law deposes and says:

1. I am the General Manager of King Korn Stamp Company warehouse, located at 1601 Pratt Blvd., Elk Grove Village, Ill. We are a stamp redemption merchandising Co.

2. I am familiar with the facts and circumstances involved in this action.

3. Our company uses the services of REA Air Express, as of the priority of our freight.

4. There are several reasons our company uses REA Air Express:

a. a proctective service
b. service is followed directly to customer
c. the handling of prepaid, collect and C.O.D. shipments
d. to eliminate this service of air express would cause hardship in the service to our customer.

5. occasionally, other means of shipping our uncancelled stamps are used to ship and guarantee safe delivery by REA Air Express. If such a service is offered by a truck line, very often they will not permit prpper valuation of the shipment. These factors make motor garriage most unsatisfactory.

6. Your affiant will be gravely injured if REA Air Express is discontinued,as the result of a embargo by the airlines. If we cannot have at our disposal an effective means of delivering our godds, may cause a hardship in our service to our customer.

Ron Matula

Ron Matula

Subscribed and sworn to before me this 4th day of June,1974

Linda L. Taubenheim

LINDA L. TAUBENHEIM
MY COMMISSION EXPIRES MAY 14, 1977

Exhibit A-134

Top Value Enterprises, Inc.

TOP VALUE BUILDING, DAYTON, OHIO, 45401

May 30, 1974

TO: WHOM IT MAY CONCERN

SUBJECT: SHIPPER'S STATEMENT OF SUPPORT OF REA'S AIR EXPRESS APPLICATION FOR STAY

As Traffic Manager of Top Value Enterprises, Inc., Dayton, Ohio, I should like to go on record as supporting REA's Priority Service Application. We feel REA Priority Air Service plays a most important role in the overall successful operation of our business. By eliminating this part of REA's service as a carrier, a hardship would be imposed on us.

Specific reasons for our interest in REA Air Priority Service are:

1. Pick up and delivery with a single billing to help expedite handling of our shipments.

2. Prepaid and collect shipments are handled on a national basis which is a great service to us.

3. REA Air Express, in its present form, is often called upon to handle high value items for Top Value. These items consist chiefly of trading stamps, gift certificates, etc.

4. REA Air Express handles shipments to most destinations within the United States (including off-line points).

5. REA Air Express is a single line carrier thus eliminating the delay in interlining with a second carrier to destination.

6. REA Air Express has single line responsibility to handle our goods on a daily basis. This involves traffic from all Top Value locations including Distribution Centers

Con't.

located at Dallas, Texas; St. Petersburg, Florida; Dayton, Ohio; Atlanta, Georgia; and Glen Burnie, Maryland.

Elimination of this service would impose a hardship on us and we urgently request this docket be rejected.

Very truly yours,

TOP VALUE ENTERPRISES, INC.

A. D. Freeders
Traffic Manager

ADF:bs

GENEVA A. FOLKERTH, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Feb. 28, 1978

Dempster Brothers

Exhibit A-135

IN THE MATTER OF PRIORITY SERVICE FOR REA AIR EXPRESS

TO WHOM IT MAY CONCERN:

Verified Statement of
James E. Davies
Dempster Brothers
Knoxville, TN

My name is James E. Davies, and I am Traffic Manager of Dempster Brothers, Division of Carrier Corporation. My business address in P. O. Box 3127, Knoxville, TN, 37917. My office and my company's plant facilities are located at Springdale and North Central Avenue in Knoxville. I have been Traffic Manager for my company the past six years. In this capacity, I am responsible for Motor Carrier, Rail and Air Freight Rates, routes and service to and from our plant facility in Knoxville, TN. I am authorized to submit this statement in support of REA Air Express Priority Service.

Dempster Brothers is one of the worlds largest manufacturer's of refuse systems. Our products are used throughout the United States and foreign countries.

My company uses the service of REA Air Express on a daily basis. They furnish us with a pick up and delivery service at least once a day. This service is imperative if we are to supply our customers with repair parts to keep their equipment operating.

We are now ordering parts from our vendors which have scheduled their deliveries into late 1975. This sometimes creates a problem in our production. If REA Air Express did not furnish us with the present delivery service which they are now furnishing, we would have to shut down part of our production lines.

Freight bills are sometimes hard to match up for payment especially when you receive more than one freight bill on the same shipment. REA Air Express has one Freight Bill to cover the entire movement.

Billing freight charges can be somewhat difficult when you have customers who will not accept prepaid shipments and others who will not accept collect shipments. This service is now being furnished by REA Air Express.

During the past six years which I have been Traffic Manager, we have had very few freight claims with REA Air Express. When a claim is required, the only carrier we come in contact with is REA Air Express.

Dempster Brothers

Dempster Brothers will be gravely injured if REA Air Express Priority Service is discontinued.

James E. Davies
Traffic Manager
Dempster Brothers

Subscribed and sworn to before me this 7th day of June, 1974.

Notary Public

My commission expires Oct. 17, 1977

Exhibit A-136

STATE OF MARYLAND)
: ss.:
COUNTY OF MONTGOMERY)

THIERRY H. De Bremond, being duly sworn, deposes and says:

1. I am the Manager of the Order Department of Microbiological Associates, Inc., 4733 Bethesda Avenue, Bethesda, Maryland 20014. I am responsible for directing and controlling Microbiological's transportation requirements. My company manufactures biological products, such as, cat serum, cell cultures, media, reagents to detect specific illnesses. We rely heavily on REA Air Express. In 1973 we sent 15.000 shipments of biological and laboratory animals on REA Air Express from two forwarding points to destinations.

2. REA Air Express is essential to our transportation needs because it provides the consistently expeditious service which we require. We have found no other service which will meet our needs. I have used Wings & Wheels and Emery Air Freight and found their services slower and less consistent than Air Express. As an example, Wings & Wheels has taken approximately 3 days between Washington and Atlanta. REA Air Express service consistently provides us with one day service between these points.

3. We have offered such shipments of research animals to Wings & Wheels and they have been refused.

4. If Air Express is terminated, we will be irreparably injured.

Thierry H. De Bremond

Sworn to before me
this 7th day of June 1974.

Notary Public

My commission expires July 1, 1974.

Exhibit A-137

SCIENCE ASSOCIATES, INC.
INSTRUMENTS & SYSTEMS for the ATMOSPHERE & ENVIRONMENT

BOX 230 • 230 NASSAU STREET
PRINCETON, NEW JERSEY 08540
Telephone: 609 924-4470

June 6, 1974

STATE OF NEW JERSEY
COUNTY OF MERCER

I, Carl E. Lindgren, being duly sworn, upon my oath, according to law, hereby deposes and say:

1. That I am Purchasing Agent of Science Associates, Inc., 230 Nassau Street, Princeton, New Jersey, and am familiar with the facts of Docket No. 26238 CAB. We distribute meteorological instruments.

2. As a worldwide distributor, we have frequent need for R.E.A. Air Express Service, particularly in connection with our shipments to Canada.

3. It is our feeling that elimination of R.E.A. Air Service, curtailing their operations, or substituting another carrier, would create unnecessary problems.

4. We have found that our arrangements with R.E.A. have enabled us to quickly locate shipments either in transit or when lost, and has been of help to our customers. When Bill of Lading number is given, local R.E.A. office can be alerted and delivery expedited.

5. Deponent does declare that should R.E.A. Air Service be discontinued, the change in handling will result in confusion and delay in the movement of our equipment. Therefore, it is our request that no change be made in the present R.E.A. Air Service.

Carl E. Lindgren
Purchasing Agent
SCIENCE ASSOCIATES, INC.

Sworn and subscribed before
me this 6th Day of June, 1974,
County of Mercer, State of N. J.

Lois S. Copp

LOIS S. COPP
NOTARY PUBLIC OF NEW JERSEY
... ... 1976

Exhibit A-138

AFFIDAVIT ON BEHALF OF THE WISCONSIN MANUFACTURERS ASSOCIATION

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

John Duncan Varda, being first duly sworn on oath, deposes and says that he is counsel for the Traffic Committee of the Wisconsin Manufacturers Association, a voluntary organization of 1500 manufacturing industries having plants located within the state of Wisconsin. Wisconsin Manufacturers Association, through its Traffic Committee, consisting of representatives of some 40 Wisconsin industries, undertakes to bespeak the interests of the 1500 manufacturing members of the association. These manufacturers ship and receive a large volume of manufactured goods at various points in the state of Wisconsin and at various points throughout the United States which include subsidiary and warehouse locations of Wisconsin based manufacturers.

This affidavit is filed on behalf of the members of the Wisconsin Manufacturers Association, by direction of the Traffic Committee.

REA Air Express provides services which are not available from any other transportation agency at the present time, particularly the various airlines, for movement of priority rush shipments. REA combines the attributes of single contact pick-up and delivery service, single billing, availability of pre-pay and collect shipping arrangements, single contact claim settlement ability, and single contact shipment tracing capability.

The Wisconsin Manufacturers Association has taken a continuous stand for the availability of these types of arrangements from surface transportation, particularly, motor common carriers of general commodities and common carriers by railroad. It is our belief that the availability of the services of REA Air Express has been the only source of such service related to air traffic. This service, of course, does not move the bulk of our traffic; but, when it is needed, it is sorely needed.

This affidavit is submitted in support of the relief sought by REA Air Express for continuation of existing service.

John Duncan Varda

John Duncan Varda

Subscribed and sworn to before
me this 25 day of June, 1974

Lynn A. Telland

Notary Public, Dane County, Wisconsin
My Commission exp. 9/5/76.

Exhibit A-139

STATE OF OKLAHOMA)
: s.:
COUNTY OF JEFFERSON)

GLEN D. MaGEE, being duly sworn, deposes and says:

1. I am President of the Waurika Chamber of Commerce, Waurika, Oklahoma. REA Air Express Service is very important to the economy of this town in that it provides the distribution necessary for the sale of birds which we breed here. The termination of REA Air Express Service would bring about many hardships for many people and many families all over the Southern part of Oklahoma and the North part of the State of Texas.

2. Some 250 families in this area depend wholly on bird raising for their livelihood, and another 200 widows and widowers raise birds to supplement their livelihood, I hesitate to estimate the total number of families that raise birds as a side line, but this is a big factor in our over-all economy. We are not talking about thousands of dollars, but about from one-half to one million dollars a year. Bird raising is the largest industry we have. It is very very important to this community for REA Air Express Service to continue.

Glen D. MaGee

Sworn to before me
this [illegible] day of [illegible] 1974.

HISTORY OF THE AIR EXPRESS AGREEMENT

Air Express is the most recent expression of REA's historical role: to provide expedited, common carriage of a wide range of products over a wide distribution of points by the most advanced technology of the time.

The history of these efforts dates back to 1839, when express service in the United States began. The pioneer of this service was William F. Harnden, who carried a containerized load of express at his side on a steamer plying between Providence, Rhode Island, and New York. Within two years Henry Wells started similar operations between New York and Buffalo, and Alvin Adams began competing with Harnden between Boston and New York. Very soon Wells along with William Fargo extended the service from Buffalo to Chicago and St. Louis and by 1850 Wells Fargo had instituted service to and from California, across the Isthmus of Panama.

A number of additional express companies were formed throughout the United States in the 19th century. They carried express by a variety of modes: boat, pony, stagecoach, wagon, and railroad car. After the United States entered World War I, the Federal Government, in the interest of coordinating the war effort, nationalized the railroads; the Director General of Railroads then caused four express companies (Adams Express Co., Wells Fargo & Co., American Express Co., and Southern Express Co.), conducting approximately 95 per cent of the total American express business, to combine into one organi-

zation, which was named the American Railway Express Company.

In 1929 the railroads took over the express business under the name of the Railway Express Company. The railroads owned REA until 1969, when they sold it to the present owners, as described more completely in Exhibit No. REA-102.

One of REA's predecessors originated Air Express in 1910, when it airlifted a suitably light shipment (silk) from Columbus, Ohio to Dayton, Ohio. In 1919, the American Railway Express Company hired a Handley-Paige plane to carry an Air Express shipment. From 1919 until 1927, officials of the American Railway Express Company worked toward the establishment of regular air service between New York and Chicago, and in 1927 the American Railway Express Company published the first Air Express tariff. The airline haul under this tariff was performed by four airlines under contract to the Express Company.

Subsequently, after negotiations with the railroads, certain airlines separately entered into Standard Air Express Agreements with REA. Among the significant provisions of those agreements were (1) a requirement that each airline reimburse REA for all expenses incurred in Air Express and permit REA to retain 12.5% of the remaining Air Express revenue, (2) a restriction that no airline would accept property for transportation from any other person, and (3) a requirement that the rates charged for Air Express be at least twice the prevailing rail rate

for comparable service. Other significant clauses permitted more than one class of service, provided that the airlines would carry Air Express "promptly" but in no event later than the second available flight, required the airlines to supply the offices and employees to receive Air Express shipments at airports and to make all interline transfers, provided that the airlines would pay REA its regular surface rate for surface transportation of Air Express shipments whose flight was interrupted for reasons beyond the airlines' control, and gave the airlines the right to make all changes in the Air Express tariff, subject to the requirements that rates be at least twice the rail rates for comparable routes.

In 1939, the newly created Civil Aeronautics Administration instituted an investigation of the standard form Air Express Agreement (Order Serial No. 244, October 31, 1939). The Department of Justice intervened and asserted that aspects of the agreement had anti-competitive effects. In 1943 the Board informed REA and the airlines that the agreement could not be approved unless certain provisions were deleted. The parties thereupon deleted the provision requiring Air Express rates to be at least twice railroad rates and the provision that REA would not contract with any other airlines without inserting similar restrictions provisions in their agreement. The Board then approved the Air Express Agreement. 4 CAB 157, 160 (March 2, 1943).

Despite the deletion of these provisions, the cost-plus arrangement remained in effect, the level of rates did not significantly decrease, and the railroads, through REA, continued to insist that additional airlines carrying Air Express sign the same agreement as all predecessor airlines had signed.

On October 15, 1944, American Airlines carried the first common carriage scheduled air freight. Prior to that time, Air Express was the sole common carrier of air cargo.

In 1948, in the Air Freight Forwarder Case, 9 CAB 473, 527 (1948), the Board ordered the airlines and REA to negotiate a new agreement pursuant to which REA, rather than the airlines, would set the tariffs charged the shipping public. Such an agreement was not made, however, and the prior agreement in substantially similar form was approved upon submission to the Board in 1951 (Order E-5898, November 30, 1951; Agreement CAB No. 5115).

The 1954 Agreement modified the prior agreement to provide that the normal amount (as defined) of Air Express would be given priority over freight on aircraft and to permit REA to establish its own airport offices. It also reduced the rate the airlines would pay for substituted surface transportation to 75% of REA's surface rate. REA, in addition, was required to divide Air Express traffic equally between competitive flights of the airlines, as defined by a committee of airlines. The 1954 Agreement was approved by the Board in Order No. 9876, October 27, 1955, Agreement CAB No. 8257.

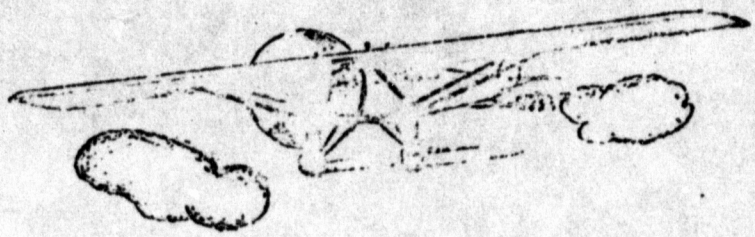
In 1959, the airlines entered into an Air Express Agreement among themselves. This intra-airline agreement, CAB No. 12866, was approved by Order No. E-13764 (April 21, 1959). It established an Air Express Negotiating Committee to be the spokesman for the airlines in negotiating a single agreement with REA on behalf of all the participating airlines. Concurrently, the railroads for the first time gave REA the right to choose the modes it would utilize for carrying freight without the need to receive the consent of the railroads, a veto right which had been exercised, in practice, by requiring inclusion of restrictive conditions in the Air Express Agreement. As a result, the 1959 Air Express Agreement was different in two basic respects from earlier ones: (1) gross revenues (after the payment of certain fixed expenses) were to be evenly divided between REA and the airlines; and (2) tariffs were to be filed in the joint name of REA and the airlines rather than in the name of REA alone, and the airlines were granted a veto over any new rate REA might desire to file rather than the right they had previously enjoyed of unilaterally determining the tariff. The 1959 Agreement was approved by Order No. E-14675 (November 24, 1959, CAB No. 13498).

The 1959 Agreement expired in 1964. In negotiations with the airlines that year, REA sought the freedom to set the tariffs charged the public. The airlines, however, threatened not to enter into an agreement and REA acceded. The contract that emerged in 1964 differed little from prior agreements.

In 1969, the railroads relinquished ownership and control of REA. When REA's new management bought the Company from the railroads, as described in Exhibit No. REA-102, it determined to seek an agreement which would be permanent; which would free REA to publish its own tariffs and pay the airlines their share; and which would allow REA container rates. When the airlines rejected these proposals, REA filed a Petition and Complaint with the Board, inter alia, asking the Board to prescribe rates, tariff freedom and a permanent agreement (Docket 22096).

SOURCE: Company records.

American Railway Express Company



AIR EXPRESS TARIFF No. 1

Applying on Traffic Carried by

AIRPLANE

From and To

BOSTON, MASS., NEW YORK, N. Y., CHICAGO, ILL., DALLAS, TEX., SALT LAKE CITY, UTAH, LOS ANGELES, CALIF., SAN FRANCISCO, CALIF.

And the Intermediate Landing Points named herein

ISSUED August 24, 1927. EFFECTIVE September 1, 1927.

Issued by

ROBT E. M. COWIE, President, New York, N. Y.

F. S. HOLBROOK, Vice-President, New York, N. Y.

GEO. S. LEE, Traffic Manager, 46 Trinity Place, New York, N. Y.

INDEX OF CONTENTS.

	Item	Page
Acids	2	3
Air Service Uniform Express Receipt	1	3
Announcement of Service	..	2
Application of Tariff	..	2
Bulky Packages	..	4
Collection and Delivery Service	6	3
C. O. D. Shipments	7	3
Excess Value Charge	..	4
Explosives	2	3
Films, Moving Picture	5	3
Fragile Articles	2	3
Light and Bulky Packages	..	4
Limit of Size	3	3
Limit of Weight	2	3
Moving Picture Films	5	3
Packing and Marking	4	3
Perishable Shipments	8	3
Prohibited Articles	2	3
Rates	..	4
Receiving Shipments	1	3
Unusual Shipments	3	3
Valuation Charges	..	4

APPLICATION OF TARIFF.

The rates shown in this tariff apply only between the points named on traffic carried by airplane and are subject to change without notice.

Shipments handled by rail in regular express service in connection with the Air Express Service will be assessed the regular express rate to or from the point of connection with the Air Express Service plus the Air Express rate in this tariff between the points transported by airplane.

ANNOUNCEMENT OF SERVICE.

The AMERICAN RAILWAY EXPRESS COMPANY has arranged for a through trans-continental AIR EXPRESS SERVICE in the airplanes of the COLONIAL AIR TRANSPORT, Inc., flying between BOSTON, MASS., and NEW YORK, N. Y.; the NATIONAL AIR TRANSPORT, Inc., flying between NEW YORK, N. Y., and CHICAGO, ILL., and between CHICAGO, ILL., and DALLAS, TEX.; the BOEING AIR TRANSPORT, Inc., flying between CHICAGO, ILL., and SAN FRANCISCO, CALIF.; and the WESTERN AIR EXPRESS, Inc., flying between SALT LAKE CITY, UTAH, and LOS ANGELES, CALIF. The terminal and intermediate cities which will be served direct by these air routes are as follows:

BOSTON, MASS.
Hartford, Conn.
NEW YORK, N. Y.
(1)New Brunswick, N. J.
Cleveland, Ohio.
CHICAGO, ILL.
Moline, Ill.
(2)East Moline, Ill.
(2)Rock Island, Ill.
(2)Davenport, Iowa.
St. Joseph, Mo.
Kansas City, Mo.
Wichita, Kans.
Ponca City, Okla.
Oklahoma City, Okla.
Fort Worth, Tex.
DALLAS, TEX.
Iowa City, Iowa.
Des Moines, Iowa.
Omaha, Nebr.
North Platte, Nebr.
Cheyenne, Wyo.
Rock Springs, Wyo.
SALT LAKE CITY, UTAH
Las Vegas, Nev.
LOS ANGELES, CALIF.
Elko, Nev.
Reno, Nev.
Sacramento, Calif.
(3)Oakland, Calif.
SAN FRANCISCO, CALIF.

(1) Hadley Field, New Brunswick, N. J., landing field for New York, N. Y.
(2) Served from Moline, Ill.
(3) Landing Field for San Francisco, Calif.

Shipments for transportation by airplane will be accepted by the American Railway Express Company under a special Air Service Receipt which contains all of the terms and conditions of the present Uniform Express Receipt, the only exceptions being that shipments valued in excess of $5,000, and dangerous articles and live freight, will not be accepted.

The rules, regulations and rates applicable to the Air Express Service are contained in this tariff.

RULES AND REGULATIONS GOVERNING AIR EXPRESS SERVICE.

1. **Receiving Shipments.**

(a) A special form of receipt has been provided for shipments which are to be transported by airplane and this "Air Service Uniform Express Receipt" must be issued for all property received for transportation in the Air Express Service.

(b) The value of the property must be declared by the shipper and inserted in the receipt. The shipper's declaration of such value may be made by inserting "not exceeding $50.00" or "not exceeding 50 cents per pound, actual weight," as the case may be, in the blank space in that portion of the receipt reading "value herein declared by shipper to be .....dollars."

(c) When the value so declared exceeds $50.00 as to shipments weighing 100 pounds or less, or exceeds 50 cents per pound as to shipments weighing over 100 pounds, the value must be marked by the shipper upon the shipment.

(d) The nature of contents of shipment should be shown on the receipt.

2. **Prohibited Shipments.**

The following will not be accepted for transportation in Air Express Service:

(a) Shipments valued in excess of $5,000.

(b) Packages weighing in excess of 200 pounds.

(c) Packages of extreme bulk (see Rule 3).

(d) Explosives, articles of an inflammable nature, acids, live freight, or fragile articles liable to damage from shock.

(e) Shipments which are not accepted for transportation in express service by rail.

3. **Unusual Shipments.**

(a) Packages of extreme length or of unusual shape will not be accepted for transportation in Air Express Service unless special arrangements for handling same in airplanes have previously been made.

(b) Packages whose combined length and girth exceed 108 inches will be accepted only in accordance with Paragraph (a) of this rule.

Example of combined length and girth:

Package 42 inches long, 19 inches wide, 14 inches deep, would measure 108 inches, as follows:

Length	42 inches
2 × width (19 in.)	38 inches
2 × depth (14 in.)	28 inches
Combined length and girth	108 inches

(c) Packages in excess of 60 inches in length or 19 inches in width will be accepted only in accordance with Paragraph (a) of this rule. Packages over 40 inches in length must not be over 4 inches in depth.

4. **Packing and Marking.**

The packing and marking requirements for ordinary express shipments should be followed for shipments forwarded in the Air Express Service.

5. **Moving Picture Films.**

Will be accepted for transportation in Air Express Service only when packed, marked and labeled in accordance with the Interstate Commerce Commission's regulations for transportation of such shipments by express.

6. **Collection and Delivery Service.**

The rates named herein will include the collection at the address of the shipper and free delivery to the consignee at the address marked upon the package within the published free collection and delivery limits for ordinary express shipments. Special collection service will be performed only in instances where request for same is made upon the Express Company in sufficient time to allow such collection service before departure of vehicles to the Flying Field.

7. **C. O. D. Shipments** will be accepted subject to the same rules and return charges provided in Official Express Classification for such shipments in ordinary express service.

8. **Perishable Shipments** which are packed so as to withstand the hazards of transportation by airplane and which will not cause damage to articles with which they may come in contact may be accepted.

AIR EXPRESS RATES.

The rates shown below are stated in cents per quarter pound (4 ounces) and are based upon a measurement of not more than 50 cubic inches to each quarter pound and upon a valuation of not to exceed $50.00 for packages weighing less than 100 pounds or 50 cents per pound actual weight for packages weighing over 100 pounds. When cubic measurement exceeds 50 cubic inches per quarter pound charges will be assessed in accordance with Note 1 below. When declared value exceeds $50.00 (or 50 cents per pound on shipments weighing over 100 pounds) the excess valuation charges shown in Note 2 below must be assessed. Charges must be computed separately for each package when shipments consist of more than one package. Fractional weights of less than four ounces will be considered as one quarter pound in computing charges.

Rates in Cents per Quarter Pound (four ounces or fraction thereof).

FROM \ TO	Boston	Cheyenne	Chicago	Cleveland	Dallas	Des Moines	Elko	Fort Worth	Hartford	Iowa City	Kansas City	Las Vegas	Los Angeles	Moline (b)	New York (a)	North Platte	Oklahoma City	Omaha	Ponca City	Reno	Rock Springs	Sacramento	St. Joseph	Salt Lake City	San Francisco(c)	Wichita
Boston, Mass.	..	75	50	50	60	60	75	60	40	30	60	75	75	60	40	75	60	60	60	75	75	75	60	75	75	60
Cheyenne, Wyo	75	..	60	65	..	60	50	..	75	60	..	50	50	..	65	50	..	50	..	50	50	50	..	50	50	..
Chicago, Ill.	50	60	..	25	40	25	60	40	50	25	25	60	60	25	25	60	40	25	40	60	60	60	25	60	60	40
Cleveland, Ohio	50	65	25	..	50	50	65	50	50	50	50	65	65	40	25	65	50	50	50	65	65	65	50	65	65	50
Dallas, Tex.	60	..	40	50	..	..	..	25	60	..	40	..	..	40	50	..	25	..	25	..	..	..	40	..	..	25
Des Moines, Iowa	60	60	25	50	..	..	60	..	60	25	..	60	60	..	50	60	..	25	..	60	60	60	..	60	60	..
Elko, Nev.	75	50	60	65	..	60	..	..	75	60	..	..	..	..	65	50	..	50	..	50	50	50	..	50	50	..
Fort Worth, Tex.	60	..	40	50	25	..	..	..	60	..	40	..	..	40	50	..	25	..	25	..	..	..	40	..	..	25
Hartford, Conn.	40	75	50	50	60	60	75	60	..	60	60	75	75	60	40	75	60	60	60	75	75	75	60	75	75	60
Iowa City, Iowa	60	60	25	50	..	25	60	..	60	..	..	60	60	..	50	60	..	25	..	60	60	60	..	60	60	..
Kansas City, Mo.	60	..	25	50	40	..	..	40	60	..	..	..	..	25	50	..	25	..	25	..	..	..	25	..	..	25
Las Vegas, Nev.	75	50	60	65	..	60	..	..	75	60	..	..	50	..	65	50	..	50	..	..	50	..	..	50	..	..
Los Angeles, Calif.	75	50	60	65	..	60	..	..	75	60	..	50	..	..	65	50	..	50	..	..	50	..	..	50	..	..
Moline, Ill. (b)	60	..	25	40	40	..	..	40	60	..	25	..	..	..	40	..	40	..	40	..	..	..	25	..	..	40
New York, N. Y. (a)	40	65	25	25	50	50	65	50	40	50	50	65	65	40	..	65	50	50	50	65	65	65	50	65	65	50
North Platte, Nebr.	75	50	60	65	..	60	50	..	75	60	..	50	50	..	65	..	..	50	..	50	50	50	..	50	50	..
Oklahoma City, Okla.	60	..	40	50	25	..	..	25	60	..	25	..	..	40	50	..	..	..	25	..	..	..	25	..	..	25
Omaha, Nebr.	60	50	25	50	..	25	50	..	60	25	..	50	50	..	50	50	..	..	..	50	50	50	..	50	50	..
Ponca City, Okla.	60	..	40	50	25	..	..	25	60	..	25	..	..	40	50	..	25	..	..	..	..	..	25	..	..	25
Reno, Nev.	75	50	60	65	..	60	50	..	75	60	..	..	..	..	65	50	..	50	..	..	50	50	..	50	50	..
Rock Springs, Wyo.	75	50	60	65	..	60	50	..	75	60	..	50	50	..	65	50	..	50	..	50	..	50	..	50	50	..
Sacramento, Calif.	75	50	60	65	..	60	50	..	75	60	..	..	..	..	65	50	..	50	..	50	50	..	..	50	50	..
St. Joseph, Mo.	60	..	25	50	40	..	..	40	60	..	25	..	..	25	50	..	25	..	25	..	..	..	..	..	..	25
Salt Lake City, Utah	75	50	60	65	..	60	50	..	75	60	..	50	50	..	65	50	..	50	..	50	50	50	..	..	50	..
San Francisco, Calif (c)	75	50	60	65	..	60	50	..	75	60	..	..	..	..	65	50	..	50	..	50	50	50	..	50	..	..
Wichita, Kans.	60	..	40	50	25	..	..	25	60	..	25	..	..	40	50	..	25	..	25	..	..	..	25	..	..	..

(a) New York rates will also apply to and from New Brunswick, N. J.
(b) Moline rates will also apply to and from Davenport, Iowa, Rock Island, Ill., and East Moline, Ill.
(c) San Francisco rates will also apply to and from Oakland, Calif.

Minimum Charges Per Package.

When Rate per Quarter Pound is 25 cents, Minimum Charge per Package will be $1.00
" " " " " " 40 " " " " " " " " 1.60
" " " " " " 50 " " " " " " " " 2.00
" " " " " " 60 " " " " " " " " 2.40
" " " " " " 65 " " " " " " " " 2.60
" " " " " " 75 " " " " " " " " 3.00

NOTE 1. LIGHT AND BULKY PACKAGES.

The rates shown herein are based upon a cubic measurement of not more than 50 cubic inches to each quarter pound. When any package exceeds this basis it will be charged for on the basis of one quarter pound for each 50 cubic inches or fraction thereof.

EXAMPLE—Package measuring 10" x 14" x 3" and weighing 2 pounds, **New York to Chicago, rate 25 cents per quarter pound.**

Multiplying 10" x 14" x 3" equals 420 cubic inches, which divided by 50 equals 8⅖. On the basis of one-quarter pound for each 50 cubic inches or fraction thereof this package would be assessed 9 times the one-quarter pound charge, or $2.25.

NOTE 2. EXCESS VALUE CHARGE.

When the declared value exceeds $50.00 for any shipment of 100 pounds or less, or exceeds 50 cents per pound actual weight for any shipment in excess of 100 pounds, an additional charge of 15 cents will be made for each $100 or fraction thereof in excess of the value stated above.

Exhibit C

AIR EXPRESS AGREEMENT BETWEEN R E A EXPRESS AND CERTAIN AIR CARRIERS

Table of Contents

I. DEFINITIONS 2

II. SERVICES TO BE PROVIDED BY THE AIR CARRIERS

A. Air Transportation 3

B. Unavailable, Inadequate or Interrupted Air Transportation 4

C. Incidental Transportation 6

D. Receipt and Delivery of Air Express From or To The Public 6

III. SERVICES TO BE PERFORMED BY R E A EXPRESS

A. General 7

B. Airport Field Offices 7

C. Routing and Division of Air Express Among The Air Carriers 7

D. Use of Air Transportation by R E A Express 8

E. Other Services 8

IV. OTHER SERVICES TO BE PERFORMED BY THE PARTIES

A. Transfer of Air Express Between Air Carriers 9

B. Transfer of Air Express Between R E A Express and Air Carriers 9

V. JOINT COMMITTEE FOR AIR EXPRESS 10

VI. AIR EXPRESS RATES

A. Tariffs 11

B. Rate Adjustments 11

C. Rate Increases Because of Increased Costs 11

D. Additional Charges for Extended Service 12

VII. ACCOUNTING AND SETTLEMENT BETWEEN THE PARTIES 13

VIII. LIABILITY 14

IX. GOVERNMENT REGULATIONS 15

X. ARBITRATION 15

XI. PARTIES 15

XII. SUCCESSORS AND ASSIGNS 16

XIII. DURATION AND TERMINATION 16

LIST OF AIR CARRIERS—APPENDIX "A" 18

AIRLINE SHARE OF REVENUE, REA SHARE OF REVENUE—APPENDIX "2" 19

AIR EXPRESS AGREEMENT BETWEEN

R E A EXPRESS AND

CERTAIN AIR CARRIERS

WHEREAS, the air carriers named in Appendix "A" hereto (hereinafter collectively referred to as Air Carrier(s) are air carriers authorized by certificates of public convenience and necessity issued pursuant to the Federal Aviation Act of 1958 to engage in the transportation of property between points in the United States or between points in the United States and Puerto Rico or between a point in the United States and a point in Canada, or are air carriers holding foreign air carrier permits issued pursuant to the Federal Aviation Act of 1958 to engage in the transportation of property between a point in the United States and a point in Canada; and

WHEREAS, Railway Express Agency, Incorporated (hereinafter referred to as R E A Express), a corporation organized and existing under the laws of the State of Delaware, is a common carrier engaged in the transportation of property under this agreement with the aforesaid Air Carriers; and

WHEREAS, the Air Carriers and R E A Express for many years have coordinated their services to provide an integrated operation known as "Air Express" for the expedited priority handling of shipments; and

WHEREAS, the Air Carriers (collectively as one party) and R E A Express (as the other party) desire to provide the necessary inter-carrier relationships for the continuation of the aforesaid coordinated air express service;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Air Carriers (collectively, on the one hand) and R E A Express (on the other hand), as the parties hereto, covenant and agree as follows:

I. DEFINITIONS

A. "Air Express", as used in this Agreement, shall mean a service by the parties, rendered pursuant to an air express tariff, presently Official Air Express Tariff No. 1, C.A.B. No. 1, L. R. Burke, Agent, providing for air transportation of property between points in the United States or between points in the United States and Puerto Rico or between a point in the United States and a point in Canada.

B. "Gross Air Express Revenue", as used in this Agreement, shall mean Transportation (including Value) Charges assessed under Air Express Tariffs less Uncollectible Revenue therefor.

C. "Normal Amount of Air Express", as used in this Agreement, shall mean One Hundred Ten Per Cent (110%) of the average weight of air express traffic carried on

a given flight on the corresponding day of each of the five previous weeks, except that for flights during the Easter and Christmas Seasons an upward adjustment will be made in the "normal" average in harmony with the pattern for the corresponding seasons of the previous year.

D. "Air Express Committee", as used in this Agreement, shall continue to mean the Air Express Committee created under an agreement entitled "Agreement Among Certain Air Carriers Relating to Air Express Service" identified as Agreement CAB No. 12866. The Air Express Committee shall be the representative of the Air Carriers in all matters pertaining to the administration and performance of this Agreement. R E A Express may rely and act upon advice received, signed by the Chairman or Secretary of the Air Express Committee, as constituting the action and authority of the Committee. The Air Express Committee shall notify R E A Express in writing of the names of its Chairman and Secretary and the names of their successors.

E. "Joint Committee", as used in this Agreement, shall mean the Joint Committee for Air Express existing pursuant to Article V, Section A of this Agreement.

II. SERVICES TO BE PROVIDED BY THE AIR CARRIERS

A. AIR TRANSPORTATION

1. The Air Carriers agree to maintain regular and dependable service by aircraft for the transportation of air express in accordance with their Certificates of Public Convenience and Necessity or Foreign Air Carrier Permits issued by the Civil Aeronautics Board, including amendments and modifications thereof, between points in the United States or between points in the United States and Puerto Rico or between a point in the United States and a point in Canada.

2. Air Canada agrees to maintain regular and dependable service by aircraft for the transportation of air express in accordance with its Foreign Air Carrier Permit issued by the Civil Aeronautics Board, including amendments and modifications thereof, between:

(a) (1) Boston and Halifax

(2) New York and Montreal or Toronto

(3) Tampa/St. Petersburg and Montreal or Toronto

(4) Cleveland and Toronto

(5) Chicago and Toronto

(6) Seattle and Victoria

(b) Except with respect to traffic originating at or destined to Montreal, Winnipeg, Vancouver, and Victoria, this Agreement shall apply only between Boston, New York, Tampa/St. Petersburg, Cleveland, Chicago and Seattle, and the international boundary between the United States and Canada on the routes of Air Canada between the United States points named above and Halifax, Montreal, Toronto and Victoria.

(c) Traffic originating at Montreal, Winnipeg, Vancouver, and Victoria destined to a point in the United States or traffic originating at a point in the United States destined to these cities, will be subject to all the terms and conditions of this Agreement notwithstanding the provisions in subparagraph (b) above.

3. The air transportation services to be performed hereunder by all carriers shall be limited to the United States, Puerto Rico, and Canada.

4. The Air Carriers agree to schedule the departures of their aircraft so as to attract the greatest volume of air express and to provide expeditiously and economically for the handling thereof insofar only, however, as will not interfere with the Air Carriers' air mail, passengers and their baggage. The Air Carriers further agree that the normal amount of air express shall be given priority of handling and of space on aircraft subject only to the accommodation of air mail, passengers and their baggage.

B. UNAVAILABLE, INADEQUATE OR INTERRUPTED AIR TRANSPORTATION

1. In the event that all the air express offered for any particular flight cannot be carried on that flight, the Air Carrier agrees that it will promptly notify REA Express of such excess air express. If the transportation of such excess air express can be expedited by another Air Carrier from the same point, such excess air express shall in accordance with instructions from REA Express be returned to REA Express for transfer to such other Air Carrier, or be transferred by the Air Carrier to such other Air Carrier. If such excess air express cannot be expedited by any other Air Carrier from the same point, but such excess air express can be expedited by forwarding via surface transportation to another near airport designated by REA Express where air service is available, all such excess air express applicable to a particular flight shall be forwarded in surface transportation as a single shipment in any surface service provided or arranged for by REA Express at the applicable surface tariff rate for such service, with the Air Carrier as origin shipper and with the consignee to be designated by REA Express. The Air Carrier shall pay the cost of forwarding such excess air express via surface transportation.

2. If for any reason an Air Carrier shall terminate a particular flight at a point intermediate between the points of origin and destination, the Air Carrier agrees that it will promptly notify REA Express of such termination and will, as expeditiously as possible, transfer the Air Express from the flight so terminated to another aircraft of its own or of another Air Carrier, if such air service is available at the place of such termination. If no air service is available at the place of such termination, the Air Carrier shall pay the cost of forwarding such air express via surface transportation to a point where air service may be resumed, or to the destination airport, whichever REA Express shall determine to be the more expeditious. All such air express from the particular terminated flight, which is to be transported by surface means, shall be forwarded in any surface service provided or arranged for by REA Express at the applicable surface tariff rate for such service, as a single shipment with the Air Carrier as origin shipper and with the destination of the surface transportation and the consignee to be designated by REA Express.

3. Suspension, cancellation or elimination of air service by an Air Carrier will be subject to the following provisions:

(a) If air service at a point is deleted from an Air Carrier's certificate or is indefinitely suspended, and no other Air Carrier serves such point, the point shall be removed from the Air Express Tariff as promptly as possible, and until such removal is accomplished, air express shipments to or from such point shall be handled as excess air express as provided in subsection 1 or 2 above. The Air Carrier shall give as much advance written notice to REA Express as reasonably possible with respect to such impending suspension, cancellation, or elimination of air service.

(b) If air service at a point is temporarily suspended and is expected to be resumed by the Air Carrier, and no other Air Carrier serves such point, the Air Carrier shall have the option of providing service to and from such suspended point in the same manner as excess air express under the provisions of subsections 1 or 2 above; or, in the alternative, to have such point temporarily suspended in the air express tariff. The Air Carrier shall give REA Express as much advance written notice as reasonably possible of the option elected.

(c) If air service shall be cancelled by the Air Carrier because of weather, strike, or other emergency, air express shipments at, to, or from such point or points affected shall be handled the same as excess air express under the provisions of subsections 1 or 2 above, unless and until the Air Carrier places an embargo at such point or points and REA Express at its general office in New York City receives a copy of the embargo notice.

C. INCIDENTAL TRANSPORTATION

Each Air Carrier agrees to transport free of charge containers owned by any of the Air Carriers or R E A Express and used by and for the benefit of the parties hereto for the safe and proper transportation of air express by aircraft over its own lines as shall be mutually agreed upon, and shall also transport free of charge, subject to space available, such empty containers as are being transported in connection with revenue movements over such Air Carrier's own line, and packages containing remittances, records, papers, materials, supplies and advertising matter used in connection with operations under this Agreement ordinarily carried by air express. R E A Express shall transport free of charge such containers and packages, subject to mutual agreement of the parties.

D. RECEIPT AND DELIVERY OF AIR EXPRESS FROM OR TO THE PUBLIC

1. The Air Carriers agree to designate such of their offices and places of business as may be mutually agreed upon as offices for the receipt and delivery of air express shipments from or to the public, and to appoint such of their agents and employees as may be mutually agreed upon as agents for the purpose of handling such air express shipments. At such offices and places of business appropriate air express signs and/or emblems will be displayed.

III. SERVICES TO BE PERFORMED BY R E A EXPRESS

A. GENERAL

1. R E A Express agrees that it will accept, pick-up, and deliver air express; issue and obtain necessary shipping documents, receipts, clearances, and notices; collect air express charges; and provide terminal, routing, forwarding, tracing, and such other ground and accessorial services as are offered the public under air express tariffs. Each point, which, as of July 31, 1964, had a published air express rate, shall be included within the terminal area of the airport city through which such point was then being served. R E A Express shall provide plane side pick-up and delivery whenever and wherever the Air Carrier and R E A Express mutually agree that such plane side operation is mutually advantageous to the most efficient and expeditious handling of air express.

2. R E A Express agrees that it will furnish and maintain adequate offices and equipment; employ adequate personnel; take all reasonable precautions to safeguard air express; and in all other respects use its best efforts to promote the maximum efficiency and utility to the public of the services herein contemplated. All persons performing any of the services to be performed by R E A Express shall be and remain the sole employees of and subject to the exclusive control and direction of R E A Express in the performance of such services, it being the intention of the parties that, as between the Air Carriers and R E A Express, both shall be and remain, with respect to each other, independent contractors.

B. AIRPORT FIELD OFFICES

1. R E A Express agrees to keep and maintain airport field offices at airports which have such offices as of July 31, 1964, unless discontinued by action of the Joint Committee.

2. Field offices shall be established or discontinued by action of the Joint Committee, except R E A Express can discontinue any field office concurrently with the abandonment of air service to that point. When additional or new space is required for an existing facility or an additional airport facility is to be established, the Air Carriers operating at the airport agree to use their best efforts to assist R E A Express to obtain space at the airport which is mutually satisfactory to them and to R E A Express.

C. ROUTING AND DIVISION OF AIR EXPRESS AMONG THE AIR CARRIERS

1. R E A Express shall route air express in the manner which will provide the public with the most expeditious, economical, and efficient air express service possible; and, consistent with this objective, R E A Express shall use its best efforts to divide air express traffic equally between competitive flights of the Air Carriers, giving due consideration to the reliability of such flights and the cargo space in the aircraft. The term "competitive flights" shall be defined by the Air Express Committee.

2. If, notwithstanding the provisions of Article II, Section A.4 of this Agreement, an Air Carrier refuses to accommodate the normal amount of air express on any flight where space is afforded traffic other than air mail, passengers and their baggage, R E A Express shall notify the Air Carrier and, unless within three days thereafter the Air Carrier informs R E A Express in writing that priority will be given on the particular flight to the normal amount of air express in accordance with the provisions of Article II, Section A.4 of this Agreement, R E A Express is authorized to divert air express normally routed for the particular flight to the flights of other Air Carriers. R E A Express may continue to divert air express as herein authorized until it is assured that such Air Carrier will accommodate the normal amount of air express on such flight.

D. USE OF AIR TRANSPORTATION BY R E A EXPRESS

R E A Express agrees that, with respect to any shipment designated by the shipper for transportation in air express service between points where service is available under air express tariffs, it will not make use of any other means of transporting the same, unless all Air Carriers providing air transportation between such points advise R E A Express that they are unable to transport such shipment.

E. OTHER SERVICES

1. R E A Express agrees to provide all air express accounting, billing, and collection of air express revenues; receive, investigate and handle all claims, including settlements and litigation, (1) involving air express shipments or (2) arising from any services performed by R E A Express; maintain adequate records and statistics relating to air express volumes and revenue, including records and statistics relating to the division of traffic, which records and statistics shall be subject to inspection by and on behalf of any Air Carrier at any time, and will be furnished by R E A Express to any Air Carrier upon request of the Joint Committee representative of the Air Carrier.

2. R E A Express agrees that it will designate a division devoted to air express, to be known as "Air Express Division". Whenever R E A Express advertises as herein provided, the words "Air Express" shall be given prominence and R E A Express agrees that any new trade-mark or insignia shall be adopted only by action of the Joint Committee and shall be solely for the joint use of R E A Express and the Air Carrier(s) and shall be used only for operations under this Agreement so long as the Agreement remains in effect. All equipment, terminals and facilities used predominantly for air express shall be identified as such, and, in addition to the foregoing, R E A Express' airport personnel will wear such insignia or uniforms identifying them with air express as the Joint Committee shall prescribe. The parties hereto will not use the terms "Air Express" in connection with any type of service in the United States or Puerto Rico not provided under this Agreement.

IV. OTHER SERVICES TO BE PERFORMED BY THE PARTIES

A. TRANSFER OF AIR EXPRESS BETWEEN AIR CARRIERS

1. Where R E A Express maintains an airport office, the Air Carrier will make only such interline and intraline transfers as R E A Express in the interest of service to the public shall authorize, and R E A Express shall make all other transfers. The Air Carrier(s) or R E A Express shall request transfers to be made by Air Carriers in such instances where such transfers, in the interest of service to the public, can best be made by the Air Carriers. If an Air Carrier and R E A Express cannot agree in a particular instance, whether, in the interest of service to the public, the transfer shall be made by R E A Express or the Air Carrier, the matter shall be referred to the Air Express Committee for a decision binding upon the Air Carrier and R E A Express.

2. Where R E A Express does not maintain an airport office, the Air Carriers bringing the air express to the airport shall deliver to the representatives of receiving Air Carriers, at points designated by the receiving Air Carriers, air express routed for carriage over the lines of such receiving Air Carriers.

3. At each point having Air Express service where more than one airport is utilized by the Air Carrier(s) the certificated air service of an Air Carrier party to this Agreement, where available, shall be used for each shipment requiring transfer between such airports unless the Air Carrier operating such interairport service advises R E A Express that it is unable to transport such traffic or unless faster time can be made by other than air service between the airports concerned. Transfers, either inter-carrier or intra-carrier, requiring surface transportation between such airports shall be performed by R E A Express. All transfers shall be made in the most expeditious, economical and efficient manner.

B. TRANSFER OF AIR EXPRESS BETWEEN R E A EXPRESS AND THE AIR CARRIERS

1. Where R E A Express does not maintain an airport field office, R E A Express agrees to accept and deliver air express at the airport location(s) designated by Air Carrier(s).

2. Where R E A Express maintains an airport office, R E A Express agrees to accept air express from and deliver air express to the Air Carriers at its airport office.

V. JOINT COMMITTEE FOR AIR EXPRESS

The parties agree that their purpose is to render a service to the public and to develop a mutually profitable and successful air express service. It is the firm intent of the parties, therefore, to consult, confer and cooperate to the fullest extent for the accomplishment of their joint purpose.

A. Pursuant to the aforesaid intention, the parties agree to continue the Joint Committee for Air Express consisting of the members of the Air Express Committee and such representatives of R E A Express as may be designated by R E A Express. The Joint Committee shall have Co-Chairmen elected annually with one Chairman being elected by the Air Express Committee and one by representatives of R E A Express. On matters to be decided by the Joint Committee, only the Co-Chairmen shall vote and each Co-Chairman shall have one vote. No action shall be taken unless there is a unanimous vote of the Co-Chairmen. The Air Express Committee and R E A Express shall establish separately and independently their own procedures for determining how their respective Co-Chairmen shall vote. The Chairmanship of meetings shall alternate between the Co-Chairmen. The Joint Committee shall have a Secretary to be appointed by the Co-Chairmen.

B. The Joint Committee shall:

1. Keep up to date the Air Express Policy and Operations Manual as a guide to the parties in providing the services covered by this Agreement. The Manual is not intended to constitute a contractual obligation.

2. Consider and develop advertising and sales promotion programs, including statistical studies in connection therewith, and establish the budget therefor.

C. Neither of the parties shall charge the other with any expense incurred by the aforesaid Joint Committee, it being expressly understood that each party will assume the expense of its participation, including one-half of any joint expenses. Meetings will be held at regular intervals at the call of and at the place selected by the Chairman for that meeting. Either Co-Chairman may designate items to be discussed and at least fifteen (15) days before a regular meeting is to be held, the Secretary shall mail to each member of the Joint Committee the agenda of items to be discussed at the meeting. No other items may be brought up at the meeting except by agreement of the Co-Chairmen. Minutes of the meetings and all action taken shall be kept in writing by the Secretary and shall be available to any Committee member upon request.

D. During intervals between meetings, action by the Joint Committee may be accomplished by mail vote on any matter within its authority. Either Co-Chairman may propose a matter for mail vote. A matter so proposed shall first be considered by R E A Express, and, after it approves, its Co-Chairman shall notify the Chairman of the Air Express Committee, who shall direct the submission of the matter to the Air Express Committee for mail vote in accordance with its rules. If the matter is approved by the Air Express Committee, the Co-Chairmen shall be so advised by the Secretary of the Air Express Committee, and the action shall be deemed effective with such notification.

VI. AIR EXPRESS RATES

A. TARIFFS

1. The Joint Committee shall determine conditions of carriage and other rules and the rates to be charged the public for air express service, such rules and rates to be published in tariffs participated in by both R E A Express and the Air Carriers, subject to the provisions of the Air Carrier(s) "Official Air Transport Restricted Articles Tariff" and to applicable state or Federal laws now or hereafter in effect and to regulations by such federal and state authorities as may have jurisdiction in the premises.

2. The tariffs shall continue to be prepared, published, distributed, issued and kept current by representatives of R E A Express acting as an agent for both the Air Carriers and R E A Express. All costs in connection with the foregoing shall be borne by R E A Express. All Air Carriers and R E A Express agree to furnish such agent with the necessary Power(s) of Attorney and Concurrences required to enable the agent to perform the duties and functions set forth above; provided, however, that in the event any individual Air Carrier or R E A Express withdraws such Power(s) of Attorney and/or Concurrence(s), such Air Carrier or R E A Express as the case may be, agrees that it shall promptly terminate its participation in this Agreement in the manner provided for in Article XIII hereof, and such Air Carrier or R E A Express further agrees that the effective date of any such withdrawal(s) shall be identical to and coincide with the effective date of the termination of its participation in this Agreement.

B. RATE ADJUSTMENTS

Any Air Carrier listed in Appendix "A" or R E A Express may initiate a proposal for an adjustment in rates to the public by notifying the Secretary of the Joint Committee, stating the particulars of the recommended adjustment, which shall be included on the agenda of the next meeting of the Joint Committee, at which time the Joint Committee shall determine (1) the amount of all adjustments desired at that time, and (2) whether and how any adjustments shall be applied to the tariffs.

C. RATE INCREASES BECAUSE OF INCREASED COSTS

1. In the event an adjustment in rates is required solely because of increased costs of one or both of the parties (that is, R E A Express as one party and the Air Carriers collectively as the other party), the party intending to initiate such adjustment shall notify the Secretary and the Joint Committee shall meet within fifteen (15) days after receipt of the notification provided for in Section B above (unless the initiating party indicates a later time), and shall render a decision on such proposed adjustment within forty-five (45) days after receipt of such notice, unless the Co-Chairmen agree to an extension of time. In addition to the requirements set forth in Section B above, either or both parties shall include in such notification to the

Secretary the amount of its or their increased costs. As between the said two parties hereto the party initiating such adjustment may require the tariffs to be increased in an amount sufficient to provide additional gross revenue equal to the increased costs. If the other party shall also have increased costs requiring a rate adjustment, the two actions shall be undertaken jointly, and the tariffs shall be adjusted accordingly. Such tariff adjustments shall be a percentage increase of all rates, unless the Joint Committee shall determine otherwise.

2. In the event a tariff increase initiated by only one party under the provisions of Section C.1 above becomes effective, the party initiating such increase shall receive the amount of such increase, and Appendix hereto shall be adjusted accordingly.

3. In the event a tariff increase initiated jointly by both parties under the provisions of Section C.1 above becomes effective, each party shall receive the amount of its requested increase, and Appendix 2 hereto shall be adjusted accordingly; provided, however, that if the rate increase allowed for each party by the regulatory agency is less than the rate increase requested, the amount to be received by each party shall be the amount of increase recognized for such party by the regulatory agency, or in the absence of such separate recognition, the amount to be received by each party shall be that percentage of the amount it requested that the total rate increase allowed bears to the total rate increase requested, and Appendix 2 hereto shall be adjusted accordingly.

4. In the event the regulatory authority suspends or rejects tariffs filed under the provisions of paragraph 2 or 3 of this section and in the same proceeding allows a tariff increase to be applied to the tariffs in a manner different from that incorporated in the suspended or rejected tariff, the tariffs shall be promptly revised accordingly, unless the Joint Committee determines otherwise, and the revenue accruing therefrom shall be treated as it would have been had the suspended or rejected tariff become effective.

D. ADDITIONAL CHARGES FOR EXTENDED SERVICE

If, pursuant to action by the Joint Committee, an air express rate is published to and from a point which does not have air service, R E A Express shall retain any additional charge made to the public for such extended service.

VII. ACCOUNTING AND SETTLEMENT BETWEEN THE PARTIES

A. ALLOCATION AND PAYMENT

1. Each month Gross Air Express Revenue earned shall be allocated between REA Express and the Air Carriers in accordance with Appendix 2, under mutually acceptable accounting procedures.

2. The joint expenses of the Joint Committee for Air Express, as provided for in Article V.C hereof, shall be paid by REA Express, and REA Express shall be reimbursed for one-half such expenses from the Air Carriers' division of the Gross Air Express Revenue.

3. REA Express shall be reimbursed from the Air Carriers' division of the Gross Air Express Revenue for that percentage of loss and damage claim payments paid out each month by REA Express on air express shipments which the Air Carriers' division of Gross Air Express Revenue for that month bears to total Gross Air Express Revenue.

4. REA Express shall pay each month to the Air Carriers the amount allocated to them in subsection 1 above after the deduction of the retentions described in subsections 2 and 3 above.

5. REA Express shall retain each month the amount allocated to it pursuant to subsection 1 above.

B. DISTRIBUTION OF REVENUE TO AIR CARRIERS

R E A Express agrees to distribute the revenue payable to Air Carriers pursuant to Article VII of this Agreemnt in accordance with the provisions of Section IV of the aforementioned Agreement C.A.B. No. 12866, and amendments thereto, provided that, if any such amendment results in increased accounting costs to R E A Express, the Air Carriers will reimburse R E A Express for such increased costs.

C. MAINTENANCE OF BOOKS AND RECORDS

1. REA Express shall maintain in its corporate books of account separate accounts for the accumulation of Gross Air Express Revenues and all adjustments thereto. These accounts shall be so maintained that the entire accounting for revenues under this contract can be found in the REA Express general ledger.

2. REA Express shall maintain detailed records of loss and damage claim payments paid out each month by REA Express on air express shipments.

VIII. LIABILITY

In performing hereunder:

A. As between R E A Express and each Air Carrier, R E A Express shall be liable and shall indemnify such Air Carrier against liability:

1. For any and all claims on account of loss of or damage or delay to air express covered by the provisions of this Agreement whether or not caused by the negligence of such Air Carrier, its officers, directors, agents or employees.

2. For any and all claims on account of injury to or death of any person or persons whatsoever, or loss of or damage or delay to property (other than Air Express referred to in (1) above) growing out of the operations of R E A Express hereunder unless caused by the negligence of such Air Carrier, its officers, directors, agents or employees.

3. For any and all penalties or fines for failure to comply with Government regulations with respect to customs, quarantine, restricted articles, contraband and similar subjects growing out of the operations of R E A Express hereunder unless caused by the negligence of such Air Carrier, its officers, directors, agents or employees.

B. As between each Air Carrier and R E A Express, the Air Carrier shall be liable and shall indemnify R E A Express against liability:

1. Except as provided in A above, for any and all claims on account of injury to or death of any person or persons whatsoever, or damage to property (other than Air Express) growing out of the operations of such Air Carrier, unless caused by the negligence of R E A Express, its officers, directors, agents or employees.

2. For any and all claims on account of loss of or damage or delay to its own property or the United States mail or other property in its charge (other than Air Express) when transported by air with Air Express under this Agreement, unless caused by the negligence of R E A Express, its officers, directors, agents, or employees.

3. For any and all penalties or fines with respect to customs, quarantine, restricted articles, contraband and similar subjects growing out of the operations of such Air Carrier hereunder unless caused by the negligence of R E A Express, its officers, directors, agents or employees.

IX. GOVERNMENT REGULATIONS

The Air Carrier(s) and R E A Express agree that they will comply with all lawful government rules and regulations.

X. ARBITRATION

Any disagreement arising out of the provisions of or performance under this Agreement shall be settled by arbitration, except that the matters which are specified in this Agreement as functions of the Joint Committee are not subject to arbitration. Arbitration may be initiated upon the written request of R E A Express or any Air Carrier or Air Carriers listed in Appendix "A". In the event of arbitration R E A Express on one hand and such Air Carrier(s) on the other hand shall each select one arbitrator and the two so chosen, if they cannot agree, shall select a third arbitrator, and the decision by a majority of such arbitrators shall be final. Each party hereto hereby agrees to abide by such decision and hereby waives its right to take any legal action except to enforce the award. When one party has appointed an arbitrator and the other party fails to appoint an arbitrator for thirty days after written notice of the name of the arbitrator appointed, then the party who appointed such arbitrator may appoint a second arbitrator and the two so chosen shall act as above provided.

In any such arbitration each party shall pay the expense of the arbitrator appointed by it and all other costs of such arbitration shall be divided equally. If the two arbitrators selected as herein provided fail to agree and fail or neglect to agree upon a third within thirty days after they have been chosen, then the third arbitrator shall upon the application of either party be selected by the Chairman of the Civil Aeronautics Board. All arbitration proceedings hereunder shall be conducted in accordance with the rules of the American Arbitration Association.

XI. PARTIES

The Parties hereto are R E A Express on the one hand and the Air Carriers (collectively), on the other. The Air Carriers (collectively) shall include only such Air Carriers as are parties to the aforesaid Agreement, C.A.B. No. 12866. The initial Air Carriers parties to this Agreement are designated in Appendix "A" hereto. As additional air carriers become parties to the aforesaid Agreement, C.A.B. No. 12866, or as Air Carriers shall cease to be parties to that Agreement, the Secretary of the Air Express Committee shall accordingly notify the President of R E A Express in writing and, as the case may be, their names shall be added to or deleted from Appendix "A".

XII. SUCCESSORS AND ASSIGNS

It is agreed that an Air Carrier may, without R E A Express' consent, expressed or implied, assign and transfer this Agreement, and all of its right, title and interest thereto and thereunder, to any corporation with which the Air Carrier may merge or consolidate, or to any person, firm, or corporation which may succeed to the Air Carrier's franchise and business, and that such assignment shall release the Air Carrier from all obligations hereunder, any provisions of this Agreement to the contrary notwithstanding, provided, however, that such assignee or transferee is of good financial standing and credit to the satisfaction of R E A Express and agrees to assume the obligations and liabilities of the Air Carrier hereunder.

XIII. DURATION AND TERMINATION

This Agreement shall become effective on August 1, 1964, and shall terminate as of midnight, June 30, 1972 or 60 days after the date upon which final orders of the Board have become effective in both Dockets 22387 and 22388, if such date 60 days after such effectiveness is earlier than June 30, 1972. Any Air Carrier hereto may terminate its participation herein without terminating this Agreement between other parties, by giving the President of the Air Transport Association and the President of REA Express written notice of the intention of such party so to terminate at least six months prior to the effective date of such termination. The Agreement may be terminated by all Air Carriers by the President of the Air Transport Association giving the President of REA Express written notice of the intention of all Air Carriers so to terminate at least six months prior to the effective date of such termination. The Agreement may be terminated by REA Express by the President of REA Express giving to the President of the Air Transport Association written notice of the intention of REA Express so to terminate at least six months prior to the effective date of such termination.

Performance by the parties hereunder is subject to the needs of the government in time of war or other national emergency, air mail, passengers and their baggage, acts of God, strikes, storms, weather or other conditions beyond the control of a party, and to the rules and regulations of the Post Office Department, Department of Commerce, Civil Aeronautics Board, Federal Aviation Agency, and any other governmental body having jurisdiction thereof, and inability to perform for any of the foregoing reasons shall not be deemed to be a breach hereof.

Notwithstanding anything herein contained to the contrary, this Agreement shall terminate forthwith as to any party who shall make an assignment for the benefit of creditors, or be adjudicated as bankrupt, or if a receiver or trustee shall be appointed for its business and affairs because of insolvency, or if a party shall voluntarily enter into a receivership or cease to do business.

No termination, however, shall relieve any party hereto from any obligations or liabilities on its part incurred prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 31st day of July, 1964.

RAILWAY EXPRESS AGENCY, INCORPORATED

Robert C. Hendon

Robert C. Hendon
Vice President, Industry Affairs

ATTEST:

Lawrence Berman

Secretary
L. B. Berman

For and on behalf of the Air Carriers parties to an Agreement entitled "Agreement Among Certain Air Carriers Relating to Air Express Service"
(Agreement C.A.B. No. 12866)

J. M. Slichter

J. M. Slichter, Attorney and Agent

APPENDIX "A" TO

AIR EXPRESS AGREEMENT BETWEEN

R E A EXPRESS AND

CERTAIN AIR CARRIERS

Air Canada
Air West, Inc.
Airlift International, Inc.
Alaska Airlines, Inc.
Allegheny Airlines, Inc.
American Airlines, Inc.
Aspen Airways, Inc.
Braniff International
Caribbean-Atlantic Airlines, Inc.
Compagnie Nationale Air France
Continental Air Lines, Inc.
Delta Air Lines, Inc.
Eastern Air Lines, Inc.
The Flying Tiger Line Inc.
Frontier Airlines, Inc.
Los Angeles Airways, Inc.
Mohawk Airlines, Inc.
National Airlines, Inc.
New York Airways, Inc.
North Central Airlines, Inc.
Northeast Airlines, Inc.
Northwest Airlines, Inc.
Ozark Air Lines, Inc.
Pan American World Airways, Inc.
Piedmont Aviation, Inc.
San Francisco and Oakland Helicopter Airlines, Inc.
Seaboard World Airlines, Inc.
Southern Airways, Inc.
Trans Caribbean Airways, Inc.
Texas International Airlines, Inc.
Trans World Airlines, Inc.
United Air Lines, Inc.
Western Air Lines, Inc.

APPENDIX "2"

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 1 & 2			SCALE NO. 3			SCALE NO. 4			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	850	240	610	850	240	610	850	240	610	6
7	850	240	610	850	240	610	850	240	610	7
8	850	240	610	850	240	610	850	240	610	8
9	850	240	610	850	240	610	850	240	610	9
10	850	240	610	850	240	610	850	240	610	10
11	850	240	610	850	240	610	850	240	610	11
12	850	240	610	850	240	610	850	240	610	12
13	850	240	610	850	240	610	850	240	610	13
14	850	240	610	850	240	610	850	240	610	14
15	850	240	610	850	240	610	850	240	610	15
16	850	240	610	850	240	610	850	240	610	16
17	850	240	610	850	240	610	850	240	610	17
18	850	240	610	850	240	610	850	240	610	18
19	850	240	610	850	240	610	850	240	610	19
20	850	240	610	850	240	610	850	240	610	20
21	850	240	610	850	240	610	850	240	610	21
22	850	240	610	850	240	610	850	240	610	22
23	850	240	610	850	240	610	850	240	610	23
24	850	240	610	850	240	610	850	240	610	24
25	850	240	610	850	240	610	865	240	625	25
26	850	240	610	850	240	610	870	240	630	26
27	850	240	610	850	240	610	875	240	635	27
28	850	240	610	850	240	610	880	240	640	28
29	850	240	610	850	240	610	885	240	645	29
30	850	240	610	850	240	610	890	240	650	30
31	850	240	610	850	240	610	925	240	685	31
32	850	240	610	850	240	610	930	240	690	32
33	850	240	610	850	240	610	935	240	695	33
34	850	240	610	855	240	615	940	245	695	34
35	850	240	610	860	240	620	945	252	693	35
36	850	240	610	870	240	630	980	259	721	36
37	850	240	610	875	240	635	985	266	719	37
38	850	240	610	885	240	645	990	274	716	38
39	850	240	610	895	240	655	995	281	714	39
40	850	240	610	900	240	660	1000	288	712	40
41	850	240	610	910	240	670	1035	295	740	41
42	850	240	610	915	240	675	1040	302	738	42
43	850	240	610	925	241	684	1045	310	735	43
44	850	240	610	935	246	689	1050	317	733	44
45	850	240	610	940	252	688	1055	324	731	45
46	850	240	610	950	258	692	1090	331	759	46
47	850	240	610	955	263	692	1095	338	757	47
48	850	240	610	965	269	696	1100	346	754	48
49	850	240	610	975	274	701	1105	353	752	49
50	850	240	610	980	280	700	1110	360	750	50
POUNDS	SCALE NO. 1 & 2			SCALE NO. 3			SCALE NO. 4			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 1 & 2			SCALE NO. 3			SCALE NO. 4			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
51	850	240	610	990	286	704	1145	367	778	51
52	850	240	610	995	291	704	1150	374	776	52
53	850	240	610	1005	297	708	1155	382	773	53
54	850	240	610	1010	302	708	1160	389	771	54
55	850	240	610	1020	308	712	1165	396	769	55
56	855	240	615	1030	314	716	1200	403	797	56
57	860	240	620	1035	319	716	1205	410	795	57
58	865	240	625	1045	325	720	1210	418	792	58
59	870	240	630	1050	330	720	1215	425	790	59
60	875	240	635	1060	336	724	1220	432	788	60
61	880	240	640	1070	342	728	1250	439	811	61
62	885	240	645	1075	347	728	1255	446	809	62
63	890	240	650	1085	353	732	1260	454	806	63
64	895	240	655	1090	358	732	1265	461	804	64
65	900	241	659	1100	364	736	1270	468	802	65
66	905	244	661	1105	370	735	1305	475	830	66
67	910	248	662	1115	375	740	1310	482	828	67
68	915	252	663	1125	381	744	1315	490	825	68
69	920	255	665	1130	386	744	1320	497	823	69
70	925	259	666	1140	392	748	1325	504	821	70
71	930	263	667	1145	398	747	1360	511	849	71
72	935	266	669	1155	403	752	1365	518	847	72
73	940	270	670	1165	409	756	1370	526	844	73
74	945	273	672	1170	414	756	1375	533	842	74
75	950	278	672	1180	420	760	1380	540	840	75
76	955	281	674	1185	426	759	1415	547	868	76
77	960	285	675	1195	431	764	1420	554	866	77
78	965	289	676	1205	437	768	1425	562	863	78
79	970	292	678	1210	442	768	1430	569	861	79
80	975	296	679	1220	448	772	1435	576	859	80
81	980	300	680	1225	454	771	1470	583	887	81
82	985	303	682	1235	459	776	1475	590	885	82
83	990	307	683	1240	465	775	1480	598	882	83
84	995	311	684	1250	470	780	1485	605	880	84
85	1000	315	685	1260	476	784	1490	612	878	85
86	1005	318	687	1265	482	783	1525	619	906	86
87	1010	322	688	1275	487	788	1530	626	904	87
88	1015	326	689	1280	493	787	1535	634	901	88
89	1020	329	691	1290	498	792	1540	641	899	89
90	1025	333	692	1300	504	796	1545	648	897	90
91	1030	337	693	1305	510	795	1580	655	925	91
92	1035	340	695	1315	515	800	1585	662	923	92
93	1040	344	696	1320	521	799	1590	670	920	93
94	1045	348	697	1330	526	804	1595	677	918	94
95	1050	352	698	1335	532	803	1600	684	916	95
96	1055	355	700	1345	538	807	1630	691	939	96
97	1060	359	701	1355	543	812	1635	698	937	97
98	1065	363	702	1360	549	811	1640	706	934	98
99	1070	366	704	1370	554	816	1645	713	932	99
	OVER 100 POUNDS									
100	1075	370	705	1375	560	815	1650	720	930	100
200	1075	370	705	1375	555	820	1650	720	930	200
300	1075	370	705	1375	555	820	1650	720	930	300
POUNDS	SCALE NO. 1 & 2			SCALE NO. 3			SCALE NO. 4			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 5			SCALE NO. 6			SCALE NO. 7			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	850	240	610	850	240	610	850	240	610	6
7	850	240	610	850	240	610	850	240	610	7
8	850	240	610	850	240	610	850	240	610	8
9	850	240	610	850	240	610	850	240	610	9
10	850	240	610	850	240	610	850	240	610	10
11	850	240	610	850	240	610	850	240	610	11
12	850	240	610	850	240	610	850	240	610	12
13	850	240	610	850	240	610	870	240	630	13
14	850	240	610	850	240	610	885	240	645	14
15	850	240	610	855	240	615	905	240	665	15
16	850	240	610	875	240	635	925	240	685	16
17	850	240	610	890	240	650	945	240	705	17
18	850	240	610	905	240	665	965	240	725	18
19	860	240	620	910	240	670	985	240	745	19
20	875	240	635	915	240	675	1005	246	759	20
21	890	240	650	955	240	715	1025	258	767	21
22	900	240	660	975	240	735	1045	271	774	22
23	915	240	675	990	248	742	1065	283	782	23
24	930	240	690	995	259	736	1085	295	790	24
25	945	240	705	1000	270	730	1105	308	797	25
26	955	240	715	1040	281	759	1125	320	805	26
27	970	243	727	1055	292	763	1145	332	813	27
28	985	252	733	1070	302	768	1165	344	821	28
29	1000	261	739	1075	313	762	1180	357	823	29
30	1010	270	740	1080	324	756	1200	369	831	30
31	1025	279	746	1125	335	790	1220	381	839	31
32	1040	288	752	1140	346	794	1240	394	846	32
33	1055	297	758	1155	356	799	1260	406	854	33
34	1065	306	759	1160	367	793	1280	418	862	34
35	1080	315	765	1165	378	787	1300	431	869	35
36	1095	324	771	1205	389	816	1320	443	877	36
37	1110	333	777	1225	400	825	1340	455	885	37
38	1120	342	778	1240	410	830	1360	467	893	38
39	1135	351	784	1245	421	824	1380	480	900	39
40	1150	360	790	1250	432	818	1400	492	908	40
41	1165	369	796	1290	443	847	1420	504	916	41
42	1175	378	797	1310	454	856	1440	517	923	42
43	1190	387	803	1325	464	861	1455	529	926	43
44	1205	396	809	1330	475	855	1475	541	934	44
45	1220	405	815	1335	486	849	1495	554	941	45
46	1235	414	821	1375	497	878	1515	566	949	46
47	1245	423	822	1390	508	882	1535	578	957	47
48	1260	432	828	1405	518	887	1555	590	965	48
49	1275	441	834	1410	529	881	1575	603	972	49
50	1290	450	840	1415	540	875	1595	615	980	50
POUNDS	SCALE NO. 5			SCALE NO. 6			SCALE NO. 7			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 5 Rate	Air	REA	SCALE NO. 6 Rate	Air	REA	SCALE NO. 7 Rate	Air	REA	POUNDS
51	1300	459	841	1460	551	909	1615	627	988	51
52	1315	468	847	1475	562	913	1635	640	995	52
53	1330	477	853	1490	572	918	1655	652	1003	53
54	1345	486	859	1495	583	912	1675	664	1011	54
55	1355	495	860	1500	594	906	1695	677	1018	55
56	1370	504	866	1540	605	935	1707	689	1018	56
57	1385	513	872	1560	616	944	1720	701	1019	57
58	1400	522	878	1575	626	949	1732	713	1019	58
59	1410	531	879	1580	637	943	1745	726	1019	59
60	1425	540	885	1585	648	937	1757	738	1019	60
61	1440	549	891	1625	659	966	1770	750	1020	61
62	1455	558	897	1640	670	970	1782	763	1019	62
63	1465	567	898	1655	680	975	1795	775	1020	63
64	1480	576	904	1660	691	969	1807	787	1020	64
65	1495	585	910	1665	702	963	1820	800	1020	65
66	1510	594	916	1675	713	962	1832	812	1020	66
67	1520	603	917	1685	724	961	1845	824	1021	67
68	1535	612	923	1695	734	961	1857	836	1021	68
69	1550	621	929	1705	745	960	1870	849	1021	69
70	1565	630	935	1715	756	959	1882	861	1021	70
71	1575	639	936	1725	767	958	1895	873	1022	71
72	1590	648	942	1735	778	957	1907	886	1021	72
73	1605	657	948	1745	788	957	1920	898	1022	73
74	1620	666	954	1755	799	956	1932	910	1022	74
75	1630	675	955	1765	810	955	1945	923	1022	75
76	1645	684	961	1775	821	954	1957	935	1022	76
77	1660	693	967	1785	832	953	1970	947	1023	77
78	1675	702	973	1795	842	953	1982	959	1023	78
79	1690	711	979	1805	853	952	1995	972	1023	79
80	1700	720	980	1815	864	951	2007	984	1023	80
81	1710	729	981	1825	875	950	2020	996	1024	81
82	1720	738	982	1835	886	949	2032	1009	1023	82
83	1730	747	983	1845	896	949	2045	1021	1024	83
84	1740	756	984	1855	907	948	2057	1033	1024	84
85	1750	765	985	1865	918	947	2070	1046	1024	85
86	1760	774	986	1875	929	946	2082	1058	1024	86
87	1770	783	987	1885	940	945	2095	1070	1025	87
88	1780	792	988	1895	950	945	2107	1082	1025	88
89	1790	801	989	1905	961	944	2120	1095	1025	89
90	1800	810	990	1915	972	943	2132	1107	1025	90
91	1810	819	991	1925	983	942	2151	1119	1032	91
92	1820	828	992	1935	994	941	2171	1132	1039	92
93	1830	837	993	1945	1004	941	2190	1144	1046	93
94	1840	846	994	1955	1005	950	2209	1156	1053	94
95	1850	855	995	1965	1026	939	2229	1169	1060	95
96	1860	864	996	1975	1037	938	2248	1181	1067	96
97	1870	873	997	1985	1048	937	2267	1193	1074	97
98	1880	882	998	1990	1058	932	2286	1197	1089	98
99	1890	891	999	1995	1069	926	2306	1211	1095	99
OVER 100 POUNDS										
100	1900	900	1000	2000	1080	920	2325	1230	1095	100
200	1765	900	865	1885	1017	868	2010	1061	949	200
300	1750	900	850	1850	999	851	1900	1010	890	300
	SCALE NO. 5			SCALE NO. 6			SCALE NO. 7			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 8			SCALE NO. 9			SCALE NO. 10			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	850	240	610	850	240	610	850	240	610	6
7	850	240	610	850	240	610	850	240	610	7
8	850	240	610	850	240	610	850	240	610	8
9	850	240	610	850	240	610	860	240	620	9
10	850	240	610	860	240	620	865	240	625	10
11	860	240	620	885	240	645	915	240	675	11
12	880	240	640	910	240	670	940	240	700	12
13	900	240	660	935	240	695	965	240	725	13
14	915	240	675	955	240	715	990	240	750	14
15	920	240	680	980	240	740	995	255	740	15
16	965	240	725	1005	253	752	1045	272	773	16
17	985	240	745	1030	269	761	1070	289	781	17
18	1010	252	758	1050	284	766	1095	306	789	18
19	1020	266	754	1075	300	775	1115	323	792	19
20	1025	280	745	1100	316	784	1120	340	780	20
21	1075	294	781	1120	332	788	1170	357	813	21
22	1095	308	787	1145	348	797	1195	374	821	22
23	1115	322	793	1170	363	807	1220	391	829	23
24	1130	336	794	1190	379	811	1240	408	832	24
25	1135	350	785	1215	395	820	1245	425	820	25
26	1180	364	816	1240	411	829	1295	442	853	26
27	1205	378	827	1260	427	833	1320	459	861	27
28	1225	392	833	1285	442	843	1350	476	874	28
29	1240	406	834	1310	458	852	1370	493	877	29
30	1245	420	825	1335	474	861	1375	510	865	30
31	1290	434	856	1355	490	865	1425	527	898	31
32	1310	448	862	1380	506	874	1450	544	906	32
33	1330	462	868	1405	521	884	1475	561	914	33
34	1345	476	869	1425	537	888	1495	578	917	34
35	1350	490	860	1450	553	897	1500	595	905	35
36	1395	504	891	1475	569	906	1519	612	907	36
37	1420	518	902	1495	585	910	1538	629	909	37
38	1440	532	908	1520	600	920	1558	646	912	38
39	1455	546	909	1545	616	929	1577	653	924	39
40	1460	560	900	1570	632	938	1596	680	916	40
41	1505	574	931	1590	648	942	1615	697	918	41
42	1525	588	937	1615	664	951	1635	714	921	42
43	1550	602	948	1640	679	961	1654	731	923	43
44	1560	616	944	1660	695	965	1673	748	925	44
45	1565	630	935	1681	711	970	1692	765	927	45
46	1615	644	971	1700	727	973	1712	782	930	46
47	1635	658	977	1719	743	976	1731	799	932	47
48	1655	672	983	1738	758	980	1750	816	934	48
49	1670	686	984	1757	774	983	1769	833	936	49
50	1675	700	975	1776	790	986	1788	850	938	50
POUNDS	SCALE NO. 8			SCALE NO. 9			SCALE NO. 10			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 8 Rate	Air	REA	SCALE NO. 9 Rate	Air	REA	SCALE NO. 10 Rate	Air	REA	POUNDS
51	1720	714	1006	1785	806	979	1808	867	941	51
52	1740	728	1012	1793	822	971	1827	884	943	52
53	1753	742	1011	1802	837	965	1846	901	945	53
54	1765	756	1009	1811	853	958	1865	918	947	54
55	1778	770	1008	1821	869	952	1885	935	950	55
56	1791	784	1007	1836	887	951	1904	952	952	56
57	1804	798	1006	1851	901	950	1923	969	954	57
58	1816	812	1004	1866	916	950	1942	986	956	58
59	1829	826	1003	1881	932	949	1962	1003	959	59
60	1842	840	1002	1896	948	948	1981	1020	961	60
61	1854	854	1000	1911	964	947	2000	1037	963	61
62	1867	868	999	1927	980	947	2019	1054	965	62
63	1880	882	998	1942	995	947	2038	1071	967	63
64	1892	896	996	1957	1011	946	2058	1088	970	64
65	1905	910	995	1972	1027	945	2077	1105	972	65
66	1918	924	994	1987	1043	944	2096	1122	974	66
67	1931	938	993	2002	1059	943	2115	1139	976	67
68	1943	952	991	2017	1074	943	2135	1156	979	68
69	1956	966	990	2032	1090	942	2154	1173	981	69
70	1969	980	989	2047	1106	941	2173	1190	983	70
71	1981	994	987	2062	1122	940	2192	1207	985	71
72	1994	1008	986	2077	1138	939	2212	1224	988	72
73	2007	1022	985	2092	1152	940	2231	1237	994	73
74	2019	1036	983	2107	1162	945	2250	1258	992	74
75	2032	1050	982	2123	1173	950	2269	1260	1009	75
76	2045	1064	981	2138	1183	955	2288	1277	1011	76
77	2058	1078	980	2153	1197	956	2308	1290	1018	77
78	2070	1092	978	2168	1204	964	2327	1303	1024	78
79	2083	1106	977	2183	1218	965	2346	1319	1027	79
80	2096	1120	976	2198	1228	970	2365	1344	1021	80
81	2108	1127	981	2213	1241	972	2385	1345	1040	81
82	2121	1138	983	2228	1247	981	2404	1357	1047	82
83	2134	1149	985	2243	1264	979	2423	1370	1053	83
84	2146	1159	987	2258	1270	988	2442	1386	1056	84
85	2159	1180	979	2273	1283	990	2462	1411	1051	85
86	2172	1176	996	2288	1293	995	2481	1410	1071	86
87	2185	1187	998	2304	1305	999	2500	1422	1078	87
88	2197	1193	1004	2319	1315	1004	2519	1439	1080	88
89	2210	1207	1003	2334	1327	1007	2538	1451	1087	89
90	2223	1228	995	2349	1337	1012	2558	1476	1082	90
91	2247	1227	1020	2376	1357	1019	2592	1483	1109	91
92	2271	1240	1031	2402	1370	1032	2626	1509	1117	92
93	2296	1257	1039	2429	1391	1038	2661	1530	1131	93
94	2320	1278	1042	2455	1409	1046	2695	1556	1139	94
95	2344	1303	1041	2482	1425	1057	2729	1587	1142	95
96	2368	1306	1062	2524	1447	1077	2763	1598	1165	96
97	2392	1319	1073	2565	1477	1088	2797	1620	1177	97
98	2417	1337	1080	2607	1504	1103	2832	1642	1190	98
99	2441	1354	1087	2648	1530	1118	2866	1668	1198	99
OVER 100 POUNDS										
100	2500	1400	1100	2690	1553	1137	2900	1700	1200	100
200	2050	1148	902	2145	1238	907	2325	1365	960	200
300	1925	1080	845	2020	1166	854	2175	1275	900	300
POUNDS	SCALE NO. 8			SCALE NO. 9			SCALE NO. 10			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 11			SCALE NO. 12			SCALE NO. 13			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	850	240	610	850	240	610	850	240	610	6
7	850	240	610	855	240	615	880	240	640	7
8	865	240	625	885	240	645	910	240	670	8
9	890	240	650	915	240	675	940	240	700	9
10	915	240	675	920	240	680	970	240	730	10
11	945	240	705	975	240	735	1005	240	765	11
12	975	240	735	1005	245	760	1035	258	777	12
13	1000	243	757	1035	265	770	1065	280	785	13
14	1025	262	763	1060	286	774	1095	301	794	14
15	1055	281	774	1065	306	759	1130	323	807	15
16	1080	299	781	1120	326	794	1160	344	816	16
17	1110	318	792	1150	347	803	1190	366	824	17
18	1135	337	798	1180	367	813	1220	387	833	18
19	1165	355	810	1210	388	822	1255	409	846	19
20	1190	374	816	1215	408	807	1285	430	855	20
21	1220	393	827	1265	428	837	1315	452	863	21
22	1245	411	834	1295	449	846	1345	473	872	22
23	1275	430	845	1325	469	856	1369	495	874	23
24	1300	449	851	1355	490	865	1393	516	877	24
25	1330	468	862	1360	510	850	1416	538	878	25
26	1355	486	869	1383	530	853	1440	559	881	26
27	1380	505	875	1406	551	855	1464	581	883	27
28	1410	524	886	1430	571	859	1488	602	886	28
29	1435	542	893	1453	592	861	1511	624	887	29
30	1456	561	895	1476	612	864	1535	645	890	30
31	1476	580	896	1499	632	867	1559	667	892	31
32	1497	598	899	1522	653	869	1583	688	895	32
33	1518	617	901	1546	673	873	1607	710	897	33
34	1538	636	902	1569	694	875	1630	731	899	34
35	1559	655	904	1592	714	878	1654	753	901	35
36	1579	673	906	1615	734	881	1678	774	904	36
37	1600	692	908	1638	755	883	1702	796	906	37
38	1621	711	910	1662	775	887	1725	817	908	38
39	1641	729	912	1685	796	889	1749	839	910	39
40	1662	748	914	1708	816	892	1773	860	913	40
41	1683	767	916	1731	836	895	1797	882	915	41
42	1703	785	918	1754	857	897	1821	903	918	42
43	1724	804	920	1778	877	901	1844	925	919	43
44	1744	823	921	1801	898	903	1868	946	922	44
45	1765	842	923	1824	918	906	1892	968	924	45
46	1786	860	926	1847	938	909	1916	980	927	46
47	1806	879	927	1870	959	911	1940	1011	929	47
48	1827	898	929	1894	979	915	1963	1032	931	48
49	1848	916	932	1917	1000	917	1987	1054	933	49
50	1868	935	933	1940	1020	920	2011	1075	936	50
POUNDS	SCALE NO. 11			SCALE NO. 12			SCALE NO. 13			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 11			SCALE NO. 12			SCALE NO. 13			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
51	1889	954	935	1963	1040	923	2035	1097	938	51
52	1909	972	937	1986	1061	925	2058	1118	940	52
53	1930	991	939	2010	1081	929	2082	1140	942	53
54	1951	1010	941	2033	1102	931	2106	1162	944	54
55	1971	1029	942	2053	1122	934	2130	1183	947	55
56	1992	1047	945	2079	1142	937	2154	1204	950	56
57	2013	1066	947	2102	1163	939	2177	1221	956	57
58	2033	1085	948	2126	1183	943	2201	1233	968	58
59	2054	1103	951	2149	1204	945	2225	1252	973	59
60	2075	1122	953	2172	1224	948	2249	1268	981	60
61	2095	1141	954	2195	1244	951	2272	1290	982	61
62	2116	1159	957	2218	1265	953	2296	1302	994	62
63	2136	1178	958	2242	1285	957	2320	1320	1000	63
64	2157	1197	960	2265	1302	963	2344	1340	1004	64
65	2178	1216	962	2288	1326	962	2368	1358	1010	65
66	2198	1234	964	2311	1335	976	2391	1373	1018	66
67	2219	1251	968	2334	1351	983	2415	1391	1024	67
68	2240	1268	972	2358	1371	987	2439	1406	1033	68
69	2260	1281	979	2381	1387	994	2463	1423	1040	69
70	2281	1297	984	2404	1415	989	2486	1442	1044	70
71	2301	1309	992	2427	1419	1008	2510	1455	1055	71
72	2322	1327	995	2450	1434	1016	2534	1474	1060	72
73	2343	1339	1004	2474	1454	1020	2558	1491	1067	73
74	2363	1355	1008	2497	1470	1027	2582	1510	1072	74
75	2384	1371	1013	2520	1503	1017	2605	1527	1078	75
76	2405	1384	1021	2543	1500	1043	2629	1541	1088	76
77	2425	1399	1026	2566	1515	1051	2653	1563	1090	77
78	2446	1411	1035	2590	1535	1055	2677	1577	1100	78
79	2467	1427	1040	2613	1555	1058	2700	1599	1101	79
80	2487	1443	1044	2636	1584	1052	2724	1612	1112	80
81	2508	1458	1050	2659	1584	1075	2748	1628	1120	81
82	2528	1470	1058	2682	1604	1078	2772	1647	1125	82
83	2549	1490	1059	2706	1619	1087	2796	1663	1133	83
84	2570	1502	1068	2729	1633	1096	2819	1676	1143	84
85	2590	1516	1078	2752	1668	1084	2843	1697	1146	85
86	2611	1528	1083	2775	1672	1103	2867	1711	1156	86
87	2632	1547	1085	2798	1686	1102	2891	1732	1159	87
88	2652	1558	1094	2822	1705	1117	2914	1745	1169	88
89	2673	1578	1095	2845	1719	1126	2938	1760	1178	89
90	2693	1589	1104	2868	1750	1118	2962	1778	1184	90
91	2725	1613	1112	2902	1758	1144	2998	1806	1192	91
92	2756	1629	1127	2936	1783	1153	3034	1824	1210	92
93	2788	1654	1134	2971	1808	1163	3069	1851	1218	93
94	2820	1670	1150	3005	1827	1178	3105	1876	1229	94
95	2852	1695	1157	3039	1864	1175	3141	1903	1238	95
96	2902	1727	1175	3073	1872	1201	3177	1922	1255	96
97	2951	1757	1194	3107	1897	1210	3213	1950	1263	97
98	3001	1795	1206	3142	1923	1219	3248	1968	1280	98
99	3050	1826	1224	3176	1948	1228	3284	1996	1208	99
	OVER 100 POUNDS									
100	3100	1854	1246	3210	1986	1224	3320	2022	1298	100
200	2750	1645	1105	2800	1728	1072	2830	1723	1107	200
300	2350	1386	964	2415	1494	921	2480	1560	920	300
POUNDS	SCALE NO. 11			SCALE NO. 12			SCALE NO. 13			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

	SCALE NO. 14			SCALE NO. 15			SCALE NO. 16			
POUNDS	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	POUNDS
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	865	240	620	885	240	645	890	240	650	6
7	900	240	660	920	240	680	930	240	690	7
8	935	240	695	955	240	715	970	240	730	8
9	965	240	725	990	240	750	1010	240	770	9
10	975	240	735	1025	248	777	1030	256	774	10
11	1035	254	781	1060	273	787	1084	282	802	11
12	1065	277	788	1095	298	797	1117	307	810	12
13	1100	300	800	1130	322	808	1151	333	818	13
14	1130	323	807	1165	347	818	1184	358	826	14
15	1140	347	793	1200	372	828	1215	384	831	15
16	1200	370	830	1226	397	829	1252	410	842	16
17	1230	393	837	1253	422	831	1285	435	850	17
18	1265	416	849	1279	446	833	1319	461	858	18
19	1295	439	856	1306	471	835	1352	486	866	19
20	1305	462	843	1332	496	836	1386	512	874	20
21	1330	485	845	1359	521	838	1415	538	877	21
22	1355	508	847	1385	546	839	1443	563	880	22
23	1380	531	849	1413	570	842	1471	589	882	23
24	1405	544	861	1438	595	843	1499	614	885	24
25	1430	578	852	1465	620	845	1528	640	888	25
26	1455	601	854	1491	645	846	1556	666	890	26
27	1480	624	856	1518	670	848	1584	691	893	27
28	1505	647	858	1544	694	850	1612	717	895	28
29	1529	670	859	1571	719	852	1640	742	898	29
30	1554	693	861	1597	744	853	1669	768	901	30
31	1579	716	863	1624	769	855	1697	794	903	31
32	1604	739	865	1650	794	856	1725	819	906	32
33	1629	762	867	1676	818	858	1753	845	908	33
34	1654	785	869	1703	843	860	1782	870	912	34
35	1679	809	870	1729	868	861	1810	896	914	35
36	1704	832	872	1756	893	863	1838	922	916	36
37	1729	855	874	1782	918	864	1866	947	919	37
38	1754	878	876	1809	942	867	1895	973	922	38
39	1779	901	878	1835	967	868	1923	998	925	39
40	1804	924	880	1862	992	870	1951	1024	927	40
41	1829	947	882	1888	1017	871	1979	1050	929	41
42	1854	970	884	1915	1042	873	2007	1075	932	42
43	1879	993	886	1941	1066	875	2036	1101	935	43
44	1904	1016	888	1968	1091	877	2064	1126	938	44
45	1929	1040	889	1994	1112	882	2092	1152	940	45
46	1953	1067	886	2021	1132	889	2120	1170	950	46
47	1978	1086	892	2047	1151	896	2149	1192	957	47
48	2003	1109	894	4074	1170	904	2177	1213	964	48
49	2028	1125	903	2100	1192	908	2205	1231	974	49
50	2053	1155	898	2126	1208	918	2233	1268	965	50
POUNDS	SCALE NO. 14			SCALE NO. 15			SCALE NO. 16			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

	SCALE NO. 14				SCALE NO. 15				SCALE NO. 16				
POUNDS	Rate	Air	REA		Rate	Air	REA		Rate	Air	REA		POUNDS
51	2078	1164	914		2153	1229	924		2252	1269	983		51
52	2103	1179	924		2179	1248	931		2271	1281	990		52
53	2128	1202	926		2206	1270	936		2297	1306	991		53
54	2153	1229	924		2232	1288	944		2322	1322	1000		54
55	2178	1247	931		2259	1309	950		2348	1355	993		55
56	2203	1254	949		2285	1327	958		2374	1357	1017		56
57	2228	1273	955		2312	1348	964		2399	1377	1022		57
58	2253	1291	962		2338	1366	972		2425	1397	1028		58
59	2278	1309	969		2365	1391	974		2450	1416	1034		59
60	2303	1340	963		2391	1409	982		2476	1450	1026		60
61	2328	1345	983		2418	1429	989		2502	1454	1048		61
62	2352	1363	989		2444	1446	998		2527	1473	1054		62
63	2377	1380	997		2471	1466	1005		2760	1492	1061		63
64	2402	1402	1000		2497	1483	1014		2578	1510	1068		64
65	2427	1433	994		2524	1508	1016		2604	1544	1060		65
66	2452	1437	1005		2550	1525	1025		2870	1547	1083		66
67	2477	1454	1023		2576	1544	1032		2655	1565	1090		67
68	2502	1471	1031		2603	1561	1042		2681	1583	1098		68
69	2527	1492	1035		2629	1585	1044		2706	1601	1105		69
70	2552	1524	1028		2656	1601	1055		2732	1635	1097		70
71	2577	1526	1051		2682	1620	1062		2758	1642	1116		71
72	2602	1547	1055		2709	1642	1067		2783	1659	1124		72
73	2627	1564	1063		2735	1660	1075		2809	1676	1133		73
74	2652	1585	1067		2762	1676	1086		2834	1693	1141		74
75	2677	1612	1065		2788	1700	1088		2860	1728	1132		75
76	2702	1617	1085		2815	1716	1099		2886	1733	1153		76
77	2727	1639	1088		2841	1740	1101		2911	1749	1162		77
78	2752	1654	1098		2868	1755	1113		2937	1772	1165		78
79	2776	1670	1106		2894	1773	1121		2962	1789	1173		79
80	2801	1702	1099		2921	1794	1127		2988	1824	1164		80
81	2826	1707	1119		2947	1812	1135		3014	1827	1187		81
82	2851	1728	1123		2973	1833	1140		3039	1843	1196		82
83	2876	1743	1133		3000	1850	1150		3065	1859	1206		83
84	2901	1758	1143		3026	1871	1155		3090	1882	1208		84
85	2926	1791	1135		3053	1888	1165		3116	1911	1205		85
86	2951	1794	1157		3079	1909	1170		3142	1913	1229		86
87	2976	1815	1161		3106	1926	1180		3167	1935	1232		87
88	3001	1830	1171		3132	1947	1185		3193	1950	1243		88
89	3026	1850	1176		3159	1964	1195		3218	1972	1246		89
90	3051	1884	1167		3185	1985	1200		3244	2002	1242		90
91	3088	1892	1196		3220	2008	1212		3283	2017	1266		91
92	3126	1919	1207		3255	2036	1219		3321	2039	1282		92
93	3163	1946	1217		3290	2059	1231		3360	2068	1292		93
94	3201	1967	1234		3325	2080	1245		3398	2091	1307		94
95	3238	2008	1230		3360	2110	1250		3437	2136	1301		95
96	3300	2036	1264		3410	2138	1272		3500	2158	1342		96
97	3350	2071	1279		3460	2177	1283		3560	2204	1356		97
98	3400	2106	1294		3520	2212	1308		3620	2242	1378		98
99	3450	2134	1316		3580	2259	1321		3680	2281	1399		99
	OVER 100 POUNDS												
100	3535	2205	1330		3630	2288	1342		3735	2336	1399		100
200	2905	1813	1092		3015	1898	1117		3130	1952	1178		200
300	2555	1680	875		2660	1800	860		2780	1920	860		300
POUNDS	SCALE NO. 14				SCALE NO. 15				SCALE NO. 16				POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 17			SCALE NO. 18			SCALE NO. 19			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	890	240	650	890	240	650	890	240	650	6
7	930	240	690	930	240	690	930	240	690	7
8	970	240	730	970	240	730	970	240	730	8
9	1010	245	765	1010	259	751	1010	266	744	9
10	1050	272	778	1050	288	762	1050	295	755	10
11	1087	299	788	1089	317	772	1092	325	767	11
12	1123	326	797	1129	346	783	1135	354	781	12
13	1160	354	806	1168	374	794	1177	384	793	13
14	1196	381	815	1208	403	805	1219	413	806	14
15	1233	408	825	1247	432	815	1262	443	819	15
16	1269	435	834	1286	461	825	1304	472	832	16
17	1306	462	844	1326	490	836	1346	502	844	17
18	1342	490	852	1365	518	847	1388	531	857	18
19	1379	517	862	1405	547	858	1431	561	870	19
20	1415	544	871	1444	576	868	1473	590	883	20
21	1445	571	874	1475	605	870	1506	620	886	21
22	1475	598	877	1506	634	872	1538	649	889	22
23	1505	626	879	1538	662	876	1571	679	892	23
24	1534	653	881	1569	691	878	1604	708	896	24
25	1564	680	884	1600	720	880	1637	738	899	25
26	1594	707	887	1632	749	883	1670	767	903	26
27	1624	734	890	1663	778	885	1720	797	923	27
28	1653	762	891	1694	806	888	1735	826	909	28
29	1683	789	894	1725	835	890	1768	856	912	29
30	1713	816	897	1757	864	893	1801	885	916	30
31	1743	843	900	1788	893	895	1833	915	918	31
32	1772	870	902	1819	921	898	1866	944	922	32
33	1802	898	904	1850	950	900	1899	974	925	33
34	1832	925	907	1882	979	903	1932	1003	929	34
35	1862	952	910	1913	1008	905	1965	1033	932	35
36	1891	979	912	1944	1037	907	1997	1062	935	36
37	1921	1006	915	1975	1066	909	2030	1084	946	37
38	1951	1034	917	2007	1094	913	2059	1108	951	38
39	1981	1061	920	2038	1123	915	2089	1132	957	39
40	2010	1088	922	2069	1152	917	2118	1151	967	40
41	2040	1115	925	2100	1170	930	2147	1174	973	41
42	2070	1139	931	2135	1194	941	2177	1200	977	42
43	2100	1164	936	2161	1215	946	2206	1219	987	43
44	2129	1186	943	2187	1236	951	2236	1241	995	44
45	2159	1210	949	2213	1268	945	2265	1263	1002	45
46	2193	1232	961	2239	1275	964	2294	1280	1014	46
47	2218	1252	966	2267	1299	968	2324	1305	1019	47
48	2243	1269	974	2295	1318	977	2353	1322	1031	48
49	2267	1289	978	2323	1336	987	2382	1347	1035	49
50	2292	1309	983	2351	1373	978	2412	1368	1044	50
POUNDS	SCALE NO. 17			SCALE NO. 18			SCALE NO. 19			POUNDS

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

AUGUST 20, 1970

POUNDS	SCALE NO. 17 Rate	Air	REA	SCALE NO. 18 Rate	Air	REA	SCALE NO. 19 Rate	Air	REA	POUNDS
51	2312	1324	988	2379	1382	997	2441	1392	1049	51
52	2341	1344	997	2407	1437	970	2470	1413	1057	52
53	2366	1367	999	2435	1426	1009	2500	1436	1064	53
54	2391	1382	1009	2462	1443	1019	2529	1457	1072	54
55	2410	1399	1011	2490	1480	1010	2558	1480	1078	55
56	2437	1418	1019	2518	1482	1036	2588	1495	1093	56
57	2463	1440	1023	2546	1503	1043	2617	1523	1094	57
58	2489	1459	1030	2574	1524	1050	2647	1543	1104	58
59	2516	1476	1040	2602	1551	1051	2676	1565	1111	59
60	2542	1494	1048	2630	1582	1048	2705	1585	1120	60
61	2569	1515	1054	2658	1587	1071	2735	1607	1128	61
62	2595	1539	1056	2685	1607	1078	2764	1626	1138	62
63	2622	1554	1068	2713	1627	1086	2793	1647	1146	63
64	2648	1572	1076	2741	1653	1088	2823	1666	1157	64
65	2675	1593	1082	2769	1685	1094	2852	1687	1165	65
66	2701	1616	1085	2797	1693	1104	2881	1712	1169	66
67	2727	1636	1091	2825	1713	1112	2911	1733	1178	67
68	2754	1653	1101	2853	1729	1124	2940	1751	1189	68
69	2780	1673	1107	2881	1751	1130	2970	1771	1199	69
70	2807	1690	1117	2909	1789	1120	2999	1796	1203	70
71	2833	1709	1124	2936	1796	1140	3028	1816	1212	71
72	2860	1732	1128	2964	1814	1150	3058	1833	1225	72
73	2886	1751	1135	2992	1840	1152	3087	1860	1227	73
74	2913	1767	1146	3020	1858	1162	3116	1877	1239	74
75	2939	1786	1153	3048	1890	1158	3146	1904	1242	75
76	2965	1802	1163	3076	1895	1181	3175	1921	1254	76
77	2992	1827	1165	3104	1920	1184	3204	1940	1264	77
78	3018	1843	1175	3132	1938	1194	3234	1956	1278	78
79	3045	1861	1184	3159	1962	1197	3263	1983	1280	79
80	3071	1884	1187	3187	1995	1192	3292	2006	1286	80
81	3098	1902	1196	3215	1997	1218	3322	2025	1297	81
82	3124	1924	1200	3243	2022	1221	3351	2041	1310	82
83	3150	1942	1208	3271	2039	1232	3381	2067	1314	83
84	3177	1956	1221	3299	2056	1243	3410	2083	1327	84
85	3203	1981	1222	3327	2096	1231	3439	2109	1330	85
86	3230	1996	1234	3355	2098	1257	3469	2124	1345	86
87	3256	2020	1236	3382	2122	1260	3498	2150	1348	87
88	3283	2035	1248	3410	2138	1272	3527	2165	1362	88
89	3309	2051	1258	3438	2163	1275	3557	2191	1366	89
90	3336	2073	1263	3466	2195	1271	3586	2214	1372	90
91	3376	2098	1278	3504	2203	1301	3624	2240	1384	91
92	3416	2127	1289	3542	2236	1306	3662	2264	1398	92
93	3456	2159	1297	3580	2260	1320	3700	2290	1410	93
94	3496	2181	1315	3618	2284	1334	3738	2313	1425	94
95	3536	2214	1322	3656	2326	1330	3776	2339	1437	95
96	3600	2252	1340	3710	2350	1360	3813	2362	1451	96
97	3660	2294	1366	3760	2383	1377	3851	2388	1463	97
98	3720	2332	1388	3810	2417	1393	3889	2421	1468	98
99	3880	2374	1406	3560	2459	1401	3927	2447	1480	99
OVER 100 POUNDS										
100	3845	2414	1431	3915	2502	1413	3965	2470	1495	100
200	3260	2049	1211	3330	2160	1170	3385	2280	1105	200
300	2905	2040	865	2980	2160	820	3030	2280	750	300
POUNDS	SCALE NO. 17			SCALE NO. 18			SCALE NO. 19			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 20			SCALE NO. 21			SCALE NO. 22			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	890	240	650	890	240	650	890	240	650	6
7	930	240	690	930	240	690	930	240	690	7
8	970	248	722	970	261	709	970	264	706	8
9	1010	279	731	1010	293	717	1010	297	713	9
10	1050	310	740	1050	326	724	1050	330	720	10
11	1095	341	754	1098	359	739	1101	363	738	11
12	1140	372	768	1146	391	755	1152	396	756	12
13	1186	403	783	1194	424	770	1203	429	774	13
14	1231	434	797	1242	456	786	1254	462	792	14
15	1276	465	811	1290	489	801	1305	495	810	15
16	1321	496	825	1338	522	816	1355	528	827	16
17	1366	527	839	1386	554	832	1406	561	845	17
18	1412	558	854	1434	587	847	1457	594	863	18
19	1457	589	868	1482	619	863	1508	627	881	19
20	1502	620	882	1530	652	878	1559	660	899	20
21	1536	651	885	1566	685	881	1596	693	903	21
22	1570	682	888	1602	717	885	1634	726	908	22
23	1604	713	891	1638	750	888	1671	759	912	23
24	1639	744	895	1674	782	892	1708	792	916	24
25	1673	775	898	1709	815	894	1746	825	921	25
26	1707	806	901	1745	848	897	1783	858	925	26
27	1742	837	905	1781	880	901	1820	891	929	27
28	1776	868	908	1817	913	904	1858	924	934	28
29	1810	899	911	1853	945	908	1895	957	938	29
30	1844	930	914	1888	978	910	1932	990	942	30
31	1879	961	918	1924	1011	913	1973	1016	957	31
32	1913	992	921	1954	1035	919	2005	1042	963	32
33	1947	1023	924	1984	1062	922	2036	1067	969	33
34	1987	1054	933	2014	1085	929	2068	1088	980	34
35	2016	1085	931	2044	1108	936	2099	1124	975	35
36	2046	1102	944	2074	1130	944	2131	1137	994	36
37	2075	1121	954	2104	1155	949	2164	1160	1004	37
38	2105	1148	957	2135	1177	958	2197	1187	1007	38
39	2134	1170	964	2165	1201	964	2230	1210	1020	39
40	2164	1208	956	2195	1222	973	2263	1250	1013	40
41	2194	1214	980	2225	1246	979	2296	1258	1038	41
42	2223	1239	984	2255	1270	985	2329	1280	1049	42
43	2253	1260	993	2285	1290	995	2362	1305	1057	43
44	2282	1280	1002	2315	1317	998	2396	1331	1065	44
45	2312	1319	993	2345	1339	1006	2429	1366	1063	45
46	2342	1325	1017	2375	1357	1018	2462	1376	1086	46
47	2371	1344	1027	2405	1380	1025	2495	1401	1094	47
48	2401	1368	1033	2435	1406	1029	2528	1426	1102	48
49	2430	1392	1038	2465	1427	1038	2561	1450	1111	49
50	2460	1430	1030	2496	1449	1047	2594	1485	1109	50
POUNDS	SCALE NO. 20			SCALE NO. 21			SCALE NO. 22			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 20			SCALE NO. 21			SCALE NO. 22			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
51	2490	1438	1052	2526	1469	1057	2627	1498	1129	51
52	2519	1456	1063	2556	1496	1060	2660	1522	1138	52
53	2549	1479	1070	2586	1521	1065	2694	1545	1149	53
54	2578	1501	1077	2616	1537	1079	2727	1568	1159	54
55	2608	1535	1073	2646	1561	1085	2760	1609	1151	55
56	2638	1546	1092	2676	1582	1094	2793	1614	1179	56
57	2667	1568	1099	2706	1605	1101	2826	1636	1190	57
58	2697	1589	1114	2736	1626	1110	2859	1659	1200	58
59	2726	1605	1121	2766	1649	1117	2892	1687	1205	59
60	2756	1644	1112	2796	1670	1126	2925	1723	1202	60
61	2786	1653	1133	2826	1692	1134	2958	1731	1227	61
62	2815	1674	1141	2856	1719	1137	2992	1760	1232	62
63	2845	1695	1150	2887	1741	1146	3025	1781	1244	63
64	2874	1715	1159	2917	1761	1156	3058	1802	1256	64
65	2904	1749	1155	2947	1783	1164	3091	1838	1253	65
66	2934	1762	1172	2977	1802	1175	3124	1851	1273	66
67	2963	1782	1181	3007	1830	1177	3157	1872	1285	67
68	2993	1802	1191	3037	1849	1188	3190	1900	1290	68
69	3022	1822	1200	3067	1871	1196	3223	1920	1303	69
70	3052	1855	1197	3097	1889	1208	3256	1956	1300	70
71	3082	1867	1215	3127	1910	1217	3290	1968	1322	71
72	3111	1886	1225	3157	1935	1222	3323	1988	1335	72
73	3141	1905	1236	3187	1956	1231	3356	2016	1340	73
74	3170	1931	1239	3217	1981	1236	3389	2035	1354	74
75	3200	1965	1235	3248	2002	1246	3422	2071	1351	75
76	3230	1976	1254	3278	2019	1259	3455	2082	1375	76
77	3259	1994	1265	3308	2047	1261	3488	2101	1387	77
78	3289	2020	1269	3338	2064	1274	3521	2128	1393	78
79	3318	2038	1280	3368	2100	1268	3554	2155	1399	79
80	3348	2072	1276	3398	2108	1290	3588	2182	1406	80
81	3378	2082	1296	3428	2128	1300	3621	2201	1420	81
82	3407	2099	1308	3458	2153	1305	3654	2219	1435	82
83	3437	2117	1320	3488	2180	1308	3687	2237	1450	83
84	3466	2142	1324	3518	2196	1322	3720	2264	1456	84
85	3496	2176	1320	3548	2215	1333	3753	2300	1453	85
86	3526	2184	1342	3578	2239	1339	3786	2308	1478	86
87	3555	2201	1354	3608	2258	1350	3819	2335	1484	87
88	3585	2226	1359	3639	2282	1357	3852	2362	1490	88
89	3614	2252	1362	3669	2300	1369	3885	2379	1506	89
90	3644	2286	1358	3699	2325	1374	3919	2416	1503	90
91	3685	2293	1392	3741	2352	1389	3960	2432	1528	91
92	3726	2328	1398	3783	2356	1397	4000	2459	1541	92
93	3767	2353	1414	3825	2416	1409	4041	2486	1555	93
94	3808	2378	1430	3867	2438	1429	4081	2513	1568	94
95	3850	2423	1427	3910	2475	1435	4122	2560	1562	95
96	3891	2438	1453	3952	2500	1452	4163	2566	1597	96
97	3932	2464	1468	3994	2527	1467	4203	2593	1610	97
98	3973	2499	1474	4050	2562	1488	4244	2620	1624	98
99	4014	2525	1489	4110	2610	1500	4300	2657	1643	99
	OVER 100 POUNDS									
100	4055	2570	1485	4170	2646	1524	4375	2728	1647	100
200	3480	2400	1080	3600	2520	1080	3815	2640	1175	200
300	3120	2400	720	3235	2520	715	3440	2640	800	300
POUNDS	SCALE NO. 20			SCALE NO. 21			SCALE NO. 22			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 23			SCALE NO. 24			SCALE NO. 25			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	890	240	650	890	240	650	890	240	650	6
7	930	242	688	930	252	678	930	254	676	7
8	970	276	694	970	288	682	970	290	680	8
9	1010	311	699	1010	324	686	1010	327	683	9
10	1050	345	705	1050	360	690	1050	363	687	10
11	1104	360	724	1107	396	711	1110	399	711	11
12	1158	414	744	1163	432	731	1169	436	733	12
13	1211	449	762	1220	468	752	1229	472	757	13
14	1265	483	782	1277	504	773	1288	508	780	14
15	1319	518	801	1334	540	794	1348	545	803	15
16	1373	552	821	1390	576	814	1407	581	826	16
17	1427	587	840	1447	612	835	1467	617	850	17
18	1480	621	859	1504	648	856	1526	653	873	18
19	1534	656	878	1560	684	876	1586	690	896	19
20	1588	690	898	1617	720	897	1645	726	919	20
21	1697	725	902	1657	756	901	1687	762	925	21
22	1666	759	907	1697	792	905	1729	799	930	22
23	1704	794	910	1738	828	910	1771	835	936	23
24	1743	828	915	1778	864	914	1813	871	942	24
25	1782	863	919	1818	900	918	1850	908	942	25
26	1821	897	924	1859	936	923	1882	944	938	26
27	1850	932	928	1899	966	933	1917	980	937	27
28	1899	966	933	1935	1001	934	1956	1012	944	28
29	1938	995	943	1965	1016	949	1994	1042	952	29
30	1976	1021	955	2000	1055	945	2033	1080	953	30
31	2003	1046	957	2030	1068	962	2072	1098	974	31
32	2036	1067	969	2056	1098	968	2110	1128	982	32
33	2069	1094	975	2102	1125	977	2149	1156	993	33
34	2104	1118	986	2137	1151	986	2188	1186	1002	34
35	2138	1145	993	2173	1189	984	2226	1226	1000	35
36	2173	1172	1001	2209	1201	1008	2265	1242	1023	36
37	2208	1197	1011	2245	1230	1015	2304	1269	1035	37
38	2243	1224	1019	2281	1254	1027	2342	1297	1045	38
39	2277	1248	1029	2316	1282	1034	2381	1327	1054	39
40	2312	1274	1038	2352	1320	1032	2420	1365	1055	40
41	2347	1303	1044	2388	1333	1055	2458	1380	1078	41
42	2382	1323	1059	2424	1361	1063	2497	1412	1085	42
43	2417	1351	1066	2460	1388	1072	2535	1442	1094	43
44	2451	1376	1075	2495	1410	1085	2574	1469	1105	44
45	2486	1404	1082	2531	1453	1078	2613	1509	1104	45
46	2521	1423	1098	2561	1463	1098	2652	1524	1128	46
47	2556	1450	1106	2603	1489	1114	2690	1552	1138	47
48	2591	1474	1117	2639	1515	1124	2729	1578	1151	48
49	2625	1500	1125	2674	1541	1133	2768	1606	1162	49
50	2660	1524	1136	2710	1578	1132	2806	1644	1162	50
POUNDS	SCALE NO. 23			SCALE NO. 24			SCALE NO. 25			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 23 Rate	Air	REA	SCALE NO. 24 Rate	Air	REA	SCALE NO. 25 Rate	Air	REA	POUNDS
51	2695	1550	1145	2746	1591	1155	2845	1665	1180	51
52	2730	1573	1157	2782	1616	1166	2884	1690	1194	52
53	2765	1604	1161	2818	1647	1171	2922	1717	1205	53
54	2799	1627	1172	2853	1672	1181	2961	1743	1231	54
55	2834	1652	1182	2889	1709	1180	3000	1789	1211	55
56	2869	1674	1195	2925	1720	1205	3038	1799	1239	56
57	2904	1699	1205	2961	1744	1217	3077	1825	1252	57
58	2938	1728	1210	2997	1775	1222	3116	1856	1260	58
59	2973	1752	1221	3032	1798	1234	3154	1882	1272	59
60	3008	1773	1235	3068	1836	1232	3193	1920	1273	60
61	3043	1797	1246	3104	1845	1259	3232	1938	1294	61
62	3078	1818	1260	3140	1875	1265	3270	1961	1309	62
63	3112	1849	1263	3176	1898	1278	3309	1994	1315	63
64	3147	1869	1278	3211	1928	1283	3348	2024	1324	64
65	3182	1900	1282	3247	1966	1281	3386	2065	1321	65
66	3217	1920	1297	3283	1972	1311	3425	2071	1354	66
67	3252	1943	1309	3319	2002	1317	3464	2103	1361	67
68	3286	1971	1315	3355	2024	1331	3502	2134	1368	68
69	3321	1993	1328	3390	2053	1337	3541	2158	1383	69
70	3356	2021	1335	3426	2092	1334	3580	2196	1384	70
71	3391	2043	1348	3462	2104	1358	3618	2211	1407	71
72	3426	2070	1356	3498	2125	1373	3657	2241	1416	72
73	3460	2092	1368	3534	2155	1379	3696	2273	1423	73
74	3495	2110	1385	3569	2176	1393	3734	2294	1440	74
75	3530	2140	1390	3605	2214	1391	3773	2336	1437	75
76	3565	2168	1397	3641	2234	1407	3812	2347	1465	76
77	3600	2188	1412	3677	2255	1422	3851	2379	1472	77
78	3634	2216	1418	3713	2284	1429	3889	2408	1481	78
79	3669	2236	1433	3748	2304	1444	3928	2430	1498	79
80	3704	2263	1441	3784	2342	1442	3967	2470	1497	80
81	3739	2283	1456	3820	2352	1468	4005	2482	1523	81
82	3773	2310	1463	3856	2381	1475	4044	2511	1533	82
83	3808	2340	1468	3892	2400	1492	4083	2543	1540	83
84	3843	2357	1486	3927	2423	1498	4121	2562	1559	84
85	3878	2386	1492	3963	2468	1495	4160	2604	1556	85
86	3913	2413	1500	3999	2477	1522	4199	2623	1576	86
87	3947	2432	1515	4035	2506	1529	4237	2655	1582	87
88	3982	2459	1523	4071	2534	1537	4276	2673	1603	88
89	4017	2478	1539	4106	2563	1543	4315	2705	1610	89
90	4052	2505	1547	4142	2592	1550	4353	2745	1608	90
91	4098	2534	1564	4190	2691	1569	4392	2754	1638	91
92	4145	2571	1574	4238	2650	1588	4431	2783	1648	92
93	4191	2600	1591	4285	2678	1607	4469	2814	1655	93
94	4237	2627	1610	4333	2707	1626	4508	2844	1664	94
95	4284	2667	1617	4381	2736	1645	4547	2875	1672	95
96	4330	2694	1636	4429	2765	1664	4585	2892	1693	96
97	4376	2723	1653	4477	2794	1683	4624	2923	1701	97
98	4422	2761	1661	4524	2822	1702	4663	2952	1711	98
99	4469	2791	1678	4572	2851	1721	4701	2971	1730	99
				OVER 100 POUNDS						
100	4515	2818	2697	4620	2880	1740	4740	3013	1727	100
200	3950	2760	1190	4115	2880	1235	4190	3000	1190	200
300	3580	2760	820	3685	2880	805	3900	3000	900	300
POUNDS	SCALE NO. 23			SCALE NO. 24			SCALE NO. 25			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 26			SCALE NO. 27			SCALE NO. 28			POUNDS
	Rate	Air	REA	Rate	Air	REA	Rate	Air	REA	
1	850	240	610	850	240	610	850	240	610	1
2	850	240	610	850	240	610	850	240	610	2
3	850	240	610	850	240	610	850	240	610	3
4	850	240	610	850	240	610	850	240	610	4
5	850	240	610	850	240	610	850	240	610	5
6	890	240	650	890	240	650	890	240	650	6
7	930	264	666	930	274	656	930	274	656	7
8	970	302	668	970	314	656	970	314	656	8
9	1010	339	671	1010	353	657	1010	353	657	9
10	1050	377	673	1050	392	658	1050	392	658	10
11	1114	415	699	1116	431	685	1118	431	687	11
12	1178	452	726	1183	470	713	1186	470	716	12
13	1241	490	751	1249	510	739	1255	510	745	13
14	1305	528	777	1315	549	766	1323	549	774	14
15	1369	565	803	1382	588	794	1391	588	803	15
16	1433	603	830	1448	627	821	1459	627	832	16
17	1497	641	856	1514	666	848	1527	666	861	17
18	1560	679	881	1580	706	874	1596	706	890	18
19	1624	716	908	1647	745	902	1664	745	919	19
20	1688	754	934	1713	784	929	1732	784	948	20
21	1725	792	933	1752	823	929	1778	823	955	21
22	1762	829	933	1791	862	929	1820	862	958	22
23	1799	867	932	1830	902	928	1862	902	960	23
24	1835	905	930	1870	941	929	1904	941	963	24
25	1872	943	929	1909	960	949	1945	985	960	25
26	1905	980	925	1944	1019	925	1983	1019	964	26
27	1942	1018	924	1983	1058	925	2025	1058	967	27
28	1978	1056	922	2022	1098	924	2066	1098	968	28
29	2015	1093	922	2062	1136	926	2108	1137	971	29
30	2052	1131	921	2101	1176	925	2150	1176	974	30
31	2092	1153	939	2134	1215	919	2185	1215	970	31
32	2133	1186	947	2173	1254	919	2227	1254	973	32
33	2173	1204	969	2214	1290	924	2269	1294	975	33
34	2214	1246	968	2255	1317	938	2310	1333	977	34
35	2254	1292	962	2296	1367	929	2357	1372	985	35
36	2294	1310	984	2337	1385	952	2399	1411	988	36
37	2335	1337	998	2378	1415	963	2445	1450	995	37
38	2375	1368	1007	2418	1447	971	2492	1490	1002	38
39	2416	1399	1017	2459	1481	978	2534	1529	1005	39
40	2456	1446	1010	2500	1528	972	2580	1568	1012	40
41	2496	1460	1036	2541	1546	995	2621	1590	1031	41
42	2537	1491	1046	2582	1576	1006	2662	1629	1033	42
43	2577	1520	1057	2623	1609	1014	2702	1662	1040	43
44	2618	1550	1068	2664	1645	1019	2743	1688	1055	44
45	2658	1597	1061	2705	1690	1015	2784	1739	1045	45
46	2698	1609	1089	2746	1702	1044	2825	1752	1073	46
47	2739	1644	1095	2787	1734	1053	2866	1790	1076	47
48	2779	1672	1107	2828	1769	1059	2907	1814	1093	48
49	2820	1701	1119	2868	1801	1067	2947	1852	1095	49
50	2860	1749	1111	2909	1843	1066	2988	1897	1091	50
POUNDS	SCALE NO. 26			SCALE NO. 27			SCALE NO. 28			POUNDS

APPENDIX "2"

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

POUNDS	SCALE NO. 26 Rate	Air	REA	SCALE NO. 27 Rate	Air	REA	SCALE NO. 28 Rate	Air	REA	POUNDS
51	2900	1764	1136	2950	1860	1090	3029	1914	1115	51
52	2941	1791	1150	2991	1888	1103	3070	1944	1126	52
53	2981	1819	1162	3032	1923	1109	3111	1974	1137	53
54	3022	1853	1169	3073	1961	1112	3152	2011	1141	54
55	3062	1895	1167	3114	2006	1108	3192	2056	1136	55
56	3102	1915	1187	3155	2019	1136	3233	2070	1163	56
57	3143	1941	1202	3196	2048	1148	3274	2099	1175	57
58	3183	1975	1208	3237	2083	1154	3315	2136	1179	58
59	3224	2002	1222	3278	2112	1166	3356	2164	1192	59
60	3264	2044	1220	3318	2163	1155	3397	2209	1188	60
61	3304	2062	1242	3359	2175	1184	3437	2229	1208	61
62	3345	2083	1257	3400	2210	1190	3478	2257	1221	62
63	3385	2121	1264	3441	2238	1203	3519	2293	1226	63
64	3426	2147	1279	3482	2272	1210	3560	2321	1239	64
65	3466	2197	1269	3523	2318	1205	3601	2366	1235	65
66	3506	2213	1293	3564	2334	1230	3642	2384	1258	66
67	3547	2233	1314	3605	2362	1243	3682	2420	1262	67
68	3587	2272	1315	3646	2387	1259	3723	2447	1276	68
69	3628	2297	1331	3687	2423	1264	3764	2483	1281	69
70	3668	2339	1329	3728	2476	1252	3805	2528	1277	70
71	3708	2354	1354	3768	2493	1275	3846	2545	1301	71
72	3749	2387	1362	3809	2517	1292	3887	2570	1317	72
73	3789	2420	1369	3850	2554	1296	3927	2596	1331	73
74	3830	2443	1387	3891	2577	1314	3968	2631	1337	74
75	3870	2486	1384	3932	2634	1298	4009	2678	1331	75
76	3910	2510	1400	3973	2647	1326	4050	2703	1347	76
77	3951	2533	1418	4014	2673	1341	4091	2727	1364	77
78	3991	2565	1426	4055	2706	1349	4132	2763	1369	78
79	4032	2598	1434	4096	2732	1364	4172	2787	1385	79
80	4072	2642	1430	4137	2786	1351	4213	2834	1379	80
81	4112	2654	1458	4178	2801	1377	4254	2846	1408	81
82	4153	2686	1467	4219	2834	1385	4295	2881	1414	82
83	4193	2708	1485	4259	2859	1400	4336	2917	1419	83
84	4234	2741	1493	4300	2892	1408	4377	2952	1425	84
85	4274	2785	1489	4341	2939	1402	4417	2987	1430	85
86	4314	2806	1508	4382	2949	1433	4458	3010	1448	86
87	4355	2828	1527	4423	2985	1438	4499	3045	1454	87
88	4395	2860	1535	4464	3018	1446	4540	3068	1472	88
89	4436	2893	1543	4505	3053	1452	4581	3103	1478	89
90	4476	2937	1539	4546	3098	1448	4622	3150	1472	90
91	4516	2946	1570	4587	3109	1478	4662	3160	1502	91
92	4557	2978	1579	4628	3142	1486	4703	3194	1509	92
93	4597	3010	1587	4669	3178	1491	4744	3229	1515	93
94	4638	3043	1595	4709	3198	1511	4785	3264	1521	94
95	4678	3075	1603	4750	3246	1504	4826	3298	1538	95
96	4718	3095	1623	4791	3266	1525	4866	3320	1546	96
97	4759	3127	1632	4832	3301	1531	4907	3349	1558	97
98	4799	3160	1639	4873	3321	1552	4948	3370	1578	98
99	4840	3179	1661	4914	3356	1558	4989	3405	1584	99
OVER 100 POUNDS										
100	4880	3224	1656	4955	3402	1553	5030	3444	1586	100
200	4335	3120	1215	4560	3240	1320	4840	3360	1489	200
300	3940	3120	820	4175	3240	935	4410	3360	1010	300
POUNDS	SCALE NO. 26			SCALE NO. 27			SCALE NO. 28			POUNDS

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

	SCALE NO. 29		
POUNDS	Rate	Air	REA
1	850	240	610
2	850	240	610
3	850	240	610
4	850	240	610
5	850	240	610
6	890	244	646
7	930	284	646
8	970	325	645
9	1010	365	645
10	1050	406	644
11	1121	447	674
12	1192	487	705
13	1263	528	735
14	1334	568	766
15	1405	609	796
16	1476	650	826
17	1547	690	857
18	1618	730	888
19	1689	771	918
20	1760	812	948
21	1804	853	951
22	1848	893	955
23	1892	934	958
24	1936	974	962
25	1980	1015	965
26	2020	1056	964
27	2064	1096	968
28	2108	1137	971
29	2152	1177	975
30	2196	1218	978
31	2234	1259	975
32	2278	1299	979
33	2322	1340	982
34	2371	1380	991
35	2420	1421	999
36	2464	1462	1002
37	2513	1502	1011
38	2562	1543	1019
39	2606	1583	1023
40	2655	1624	1031
41	2699	1665	1034
42	2748	1705	1043
43	2797	1746	1051
44	2841	1786	1055
45	2890	1827	1063
46	2929	1868	1061
47	2978	1908	1070
48	3027	1949	1078
49	3071	1989	1082
50	3120	2030	1090

POUNDS	SCALE NO. 29

AUGUST 20, 1970

Rate = Air Express Charges
Air = Airline Share of Revenue
REA = REA Share of Revenue

SCALE NO. 29

POUNDS	Rate	Air	REA
51	3160	2065	1095
52	3199	2096	1103
53	3239	2130	1109
54	3278	2161	1117
55	3318	2210	1108
56	3358	2225	1133
57	3397	2258	1139
58	3437	2296	1141
59	3476	2328	1148
60	3516	2375	1141
61	3556	2390	1166
62	3595	2418	1177
63	3635	2450	1185
64	3674	2478	1196
65	3714	2537	1177
66	3754	2546	1208
67	3793	2576	1217
68	3833	2613	1220
69	3872	2643	1229
70	3912	2690	1222
71	3952	2709	1243
72	3991	2735	1256
73	4031	2775	1256
74	4070	2833	1237
75	4110	2851	1259
76	4150	2865	1285
77	4189	2893	1296
78	4229	2929	1300
79	4268	2957	1311
80	4308	3004	1304
81	4348	3020	1328
82	4387	3056	1331
83	4427	3057	1370
84	4466	3118	1348
85	4506	3156	1350
86	4546	3180	1366
87	4585	3218	1367
88	4625	3241	1384
89	4664	3279	1385
90	4704	3315	1389
91	4744	3340	1404
92	4783	3362	1421
93	4823	3399	1424
94	4862	3421	1441
95	4902	3473	1429
96	4942	3494	1448
97	4981	3518	1463
98	5021	3553	1468
99	5060	3590	1470

OVER 100 POUNDS

100	5100	3640	1460
200	4885	3480	1405
300	4510	3480	1030

POUNDS SCALE NO. 29

AMENDMENT TO AIR EXPRESS AGREEMENT
BETWEEN REA EXPRESS AND CERTAIN
AIR CARRIERS

AGREEMENT C.A.B. NO. 17935

The present first sentence of Article XIII of said Agreement, which reads as follows:

> "This Agreement shall become effective on August 1, 1964, and shall terminate as of midnight December 31, 1972".

shall be revised to read as follows:

> "This Agreement, as amended (including rates and divisions now in effect or hereafter established under Article VI hereof), shall terminate six months after the decision of the Civil Aeronautics Board in either Docket 22387 or Docket 22388 has become final, provided, however, that neither of such decisions shall be deemed final until all court appeals therefrom, if any, have been completed, provided further, that if the Civil Aeronautics Board does not permit continuation of this Agreement (including rates and divisions now in effect or hereafter established under Article VI hereof) for said six months period, this Agreement as amended (including rates and divisions now in effect or hereafter established under Article VI hereof) shall terminate at the end of such shorter period as the Civil Aeronautics Board shall specify, and provided further, that extension of this Agreement shall not prejudice whatever rights, if any, REA may have in Docket 22387 for the adjustment of the divisions retroactively and for such six month or shorter period."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the the 15th day of December 1972.

Attest:

REA EXPRESS

By Tom Kole
Tom Kole, President

Attest:

For and on behalf of the Air Carriers parties to Agreement C.A.B. No. 12866

By Paul R. Ignatius
Paul R. Ignatius, President
Air Transport Association of America

AMENDMENT TO AGREEMENT CAB NO. 17935

BETWEEN REA EXPRESS, INC., AND

CERTAIN AIR CARRIERS

Whereas, in accordance with the provisions of Agreement C.A.B. No. 17935, as amended (hereinafter referred to as the Agreement) REA Express, Inc. (REA) and the airline parties to the Agreement (Airlines) desire to make certain amendments therein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, REA and the Airlines, as parties hereto, do hereby amend said Agreement as follows:

(1) The provisions of paragraphs A.4. and B of Article VII of the Agreement are hereby amended to provide for payment by REA to the Airlines of their share of Air Express revenues in accordance with the terms and conditions hereinafter set forth.

(2) Each week REA shall pay in advance to the Airlines their estimated share of Air Express revenues to be earned during such week. The payment shall be made on the dates set forth in Appendix A hereto in the amounts set forth in Column A of said Appendix A opposite those dates. Over or under estimates shall be adjusted between the parties for each week as promptly as possible after receipt by REA of actual traffic statistics for said week; and settlement of the adjustment shall be made at the time of the next weekly advance payment to the Airlines, by payment of said adjustment by REA in the event of underestimate, and by credit of said adjustment to REA in the event of overestimate.

(3) REA will pay to the Airlines, in accordance with the schedule hereinafter provided, the total amount of $7,000,000.00 together with interest at the annual rate of 9-1/2% from January 1, 1974, on the unpaid balance thereof in excess of $1,750,000.00. Payment of the foregoing shall be made in the amounts stated in Column B of

Appexdix A hereto on the dates opposite those amounts, and the remaining balance of approximately $3,500,000.00 shall be paid in accordance with paragraph (6) hereof.

(4) Payments by REA to the Airlines of the amounts specified in paragraphs (2) and (3) above shall be made to George Buchanan as Agent and Attorney-in-fact of the Airlines. REA may make the said payment by certified check delivered to Mr. Buchanan at Washington, D.C., or it may make such payment by check drawn on the Irving Trust Co., Third Avenue & 42nd Street, New York, New York, and delivered to such person in New York City as Mr. Buchanan shall from time to time designate in writing to REA, or delivered by such other method as may be agreed upon by Mr. Buchanan and REA. In the event of the absence or disability of Mr. Buchanan, his alternate for the purposes herein stated shall be designated by the President of the Air Transport Association.

(5) REA will continue to compute on a monthly basis the percentage distributive share of each Airline in the Air Express revenues earned by the Airlines collectively, as heretofore computed by REA for the purposes of paragraph B of Article VII of the Agreement, and will furnish Mr. Buchanan with those statistics promptly upon their completion for the purpose of enabling Mr. Buchanan to make distribution to the Airlines of their respective shares thereof.

(6) This amendment to the Agreement shall terminate when all payments specified in Column B and C of Appendix A have been made. The accounting and settlement between the parties shall then revert to Article VII of the Agreement as it existed prior to this Amendment; and the remaining balance of the said debt shall be paid by REA in accordance with the schedule provided in the unamended Article VII of the Agreement for payment of estimated Air Express revenues earned by the Airlines during the month immediately preceding the termination date of this amendment, except that the distribution between the Airlines shall be determined in accordance with the traffic period to which such

deferred payment in fact applies:

(7) The Airlines' obligation to provide service under the Agreement shall be immediately terminated and the entire amount of the unpaid balance of the amount specified in paragraph (3) plus accrued interest and all accruals of the Airlines' share of Air Express revenues earned and any deferred items payable to the Airlines and not covered by the debt specified in paragraph (3) shall become due and payable in full, on the date of any one of the following occurrences:

(a) Default by REA in making any payment due the Airlines under the provisions of paragraphs (2) or (3) above;

(b) The making by REA of assignment for benefit of creditors, or the adjudication of REA as bankrupt, or the appointment for REA of a trustee or receiver for its business and affairs because of insolvency, or a voluntary receivership or cessation of business by REA.

(8) REA hereby concurs in the filing of this Agreement with the Civil Aeronautics Board pursuant to the provisions of Section 412 of the Federal Aviation Act of 1958.

(9) This amendment shall be effective as of November 30, 1973.

IN WITNESS WHEREOF, the parties have caused this amendment to the Agreement to be executed this day of January, 1974.

REA EXPRESS, INC.

Attest:

_____ By_____

FOR AND ON BEHALF OF THE
AIRLINES PARTIES TO AGREEMENT
C.A.B. NO. 17935

Attest:

_____ By_____

APPENDIX A

Date	(A) Advance Payments	(B) Principal Payments	(C) Interest Payments
12/31/73	$800,000		
1/7/74	800,000		
1/14/74	800,000		
1/21/74	800,000		
1/28/74	800,000	$583,000	$69,274
2/4/74	800,000		
2/11/74	800,000		
2/18/74	800,000		
2/25/74	800,000	583,000	36,947
3/4/74	800,000		
3/11/74	800,000		
3/18/74	800,000		
3/25/74	800,000	583,000	32,331
4/1/74	800,000		
4/8/74	800,000		
4/15/74	800,000		
4/22/74	800,000		
4/29/74	800,000	583,000	27,716
5/6/74	800,000		
5/13/74	800,000		
5/20/74	800,000		
5/27/74	800,000	583,000	23,101
6/3/74	800,000		
6/10/74	800,000		
6/17/74	800,000		
6/24/74	800,000	583,000	18,485
7/1/74	800,000		
7/8/74	800,000		
7/15/74	800,000		
7/22/74	800,000		
7/29/74	800,000	583,000	13,870
8/5/74	800,000		
8/12/74	800,000		
8/19/74	800,000		
8/26/74	800,000	583,000	9,255
9/2/74	800,000		
9/9/74	800,000		
9/16/74	800,000		
9/23/74	800,000		
9/30/74	800,000	583,000	4,639
10/7/74	800,000		
10/14/74	800,000		
10/21/74	800,000		
10/28/74	800,000	583,000	24

Attest:

_____

REA EXPRESS, INC.

By_____

FOR AND ON BEHALF OF THE
AIRLINES PARTIES TO AGREEMENT
C.A.B. NO. 17935

Attest:

_____

By_____

Date	(A) Advance Payments	(B) Principal Payments	(C) Interest Payments
11/4/74	$800,000		
11/11/74	800,000		
11/18/74	800,000		
11/25/74	800,000	$583,000	-0-
12/2/74	800,000		
12/9/74	800,000		
12/16/74	800,000		
12/23/74	800,000		
12/30/74	800,000	587,000	-0-

NOTES:

1. The payment on ~~2/4/74~~ 1/28/74 includes $27,708 as interest on $3,500,000 for the month December, 1973. Thereafter, the payments are calculated on the total amount of $7,000,000 from January 1, 1974 with interest on the unpaid balance in excess of $1,750,000.

2. The obligation to make the "Advance Payments" shown in Column (A) above will terminate upon (a) the discontinuation of Air Express operations (see C.A.B. Docket No. 22388), or (b) the completion of the payments shown in Column (B) and (C) above, whichever shall first occur. If Air Express operations should terminate before the payments in Column (B) are completed, the remaining balance of approximately $3,500,000 referred to in paragraph (3) above will be paid in equal amounts on the dates then remaining for Principal Payments in Column (B) above with interest at the annual rate of 9-1/2% on the unpaid balance.

3. This agreement shall be without prejudice to the rights of any party as a result of the final decision in the cases pending in Dockets 22387 and 22388 before the Civil Aeronautics Board.

4. All revenue and interest payment figures in this agreement are subject to adjustment to show actual revenue and interest payment figures due the airlines when final accounting has been made.

Attest:

_____

REA EXPRESS, INC.

By_____

FOR AND ON BEHALF OF THE AIRLINES PARTIES TO AGREEMENT C.A.B. NO. 17935

Attest:

_____

By_____

Exhibit D
Order 70-7-142

UNITED STATES OF AMERICA
CIVIL AERONAUTICS BOARD
WASHINGTON, D. C.

Adopted by the Civil Aeronautics Board
at its office in Washington, D. C.
on the 30th day of July, 1970

Application of	:	
	:	
REA HOLDING CORPORATION	:	Docket 21359
	:	
under section 408 of the Act.	:	

ORDER GRANTING EXEMPTION

REA Holding Corporation (Holding Corporation) requests a disclaimer of jurisdiction or approval under section 408 of the Federal Aviation Act of 1958, as amended, (the Act) or an exemption from the provisions of such section with respect to the acquisition by Holding Corporation and its controlling stockholders of substantially all the outstanding shares of Railway Express Agency, Inc.(REA) 1/

REA operates as an express company subject to regulation by the Interstate Commerce Commission and in addition conducts an air express business pursuant to an agreement which has previously been approved by the Board between REA and 32 certificated air carriers. 2/ REA has been deemed by the Board to be a non-certificated air carrier by virtue of its air express activities. 3/

1/ Holding Corporation owns and holds 2,397,844 or approximately 94.9% of the 2,526,688 outstanding shares of REA. Delivery to Holding Corporation of an additional 103,932 shares, for which there are commitments to sell, has been delayed for various reasons. When these shares are delivered, Holding Corporation will hold all of the shares of REA except for 24,912 shares owned in blocks of 12,456 shares each by the Florida East Coast Railway Company and the Gulf, Mobile and Ohio Railroad.

2/ See Order E-22271, June 4, 1965 as modified by Order 69-11-130, November 26, 1969.

3/ Railway Express Agency, Inc. 2 CAB 531 (1941).

Holding Corporation was organized for the purpose of acquiring and holding REA's outstanding shares. An offer to purchase the shares of REA was made by several persons comprising the "management group" 4/ of REA. Subsequently, Holding Corporation was formed and entered into an agreement to purchase the REA stock from its then current holders at a per share price of $1.00 plus .3 warrants to purchase Holding Corporation stock on a schedule of prices extending to July 31, 1974. 5/ By separate agreement, the members of the management group transferred their shares in REA to the Holding Corporation in exchange of stock of Holding Corporation, and also acquired certain additional shares. As a part of that transaction, the investment banking firm of Allen and Co. (Allen) and the private investment firm of Bessemer Securities Corporation (Bessemer) agreed to purchase from Holding Corporation 608,333 and 250,000 shares of its stock respectively. 6/ In addition, Bessemer agreed to provide to each member of the management group except Mr. Mosely an option to sell his shares of the Holding Corporation to Bessemer. 7/ The option expires from time to time as to one share for each $1.00 repaid on the note and in any event on August 21, 1971. Allen and Co. has also offered to assist Holding Corporation in finding and negotiating with a lending institution willing to furnish REA with a line of credit of up to 15,000,000 for one year secured by a pledge of receivables and providing that subject to applicable statutory provisions Allen and Co. would have the right to designate two members of the board of directors of REA Holding Corporation.

4/ The individual members of the management group are Messrs. Mosely, Nogg, Kole, Ross and Karodi.

5/ The purchase transaction was entered into on July 29, 1969 but was not closed until August 20, 1969.

6/ To effectuate the transaction, each member of the management group borrowed money from Chemical Bank, New York, New York on a personal note secured by his shares in Holding Corporation and has agreed to apply the proceeds of the sale of any shares to Bessemer against such note.

7/ Allen has not yet made such designation and it appears that Board approval under section 409 of the Act may be required with respect to the interlocking relationships involving those persons designated by Allen. See Lehman Brothers Interlocking Relationships Case, 15 CAB 656. (1952).

As a result of the above transaction the current ownership and management status of Holding Corporation is as follows:

Shareholder	Identification	No. Shares	% Ownership
Spencer D. Mosely	Pres./Dir.	571,127	23%
F. Ralph Nogg 8/		320,203	15%
Tom Kole	Vice Pres./Dir.	241,584	10%
Edwin G. Ross	Treas./Dir.	162,546	7%
M. B. Korodi	Sec./Dir.	122,041	5%
Allen and Co.	Investment Banking Firm, New York	608,333	25%
Bessemer Securities Corp. and Affiliated Persons (Bessemer)	Private Investment Co.	250,000	10%
25 REA Key Employees		90,500	3%
Various Individual Shareholders		60,000	2%

In support of their request for a disclaimer of jurisdiction the applicants state that the parties had entered into binding purchase agreements before the August 5, 1969 effective date of Public Law 91-62, the recent legislation which, inter alia, amended section 408 of the Act to prohibit, absent prior Board approval, the acquisition of an air carrier by any person. They state that the Board was kept well advised of the developments surrounding the transaction and that the parties proceeded in good faith in closing the transaction on August 20, 1969, the day the bill was signed by the President. Thus, they conclude that because the closing was only a formality and did not alter the binding effect of the earlier agreements, and because the parties made no attempt to circumvent the intent of the new legislation, the Board should decline from asserting jurisdiction over the matter.

8/ The initial application showed Mr. F. Ralph Nogg as an officer and director of Holding Corporation. Effective January 15, 1970, Mr. Nogg resigned as an officer and director of REA Holding Corporation and Railway Express Agency, Inc. On March 2, 1970, 45,000 shares of Mr. Nogg's stock were sold to the Holding Corporation which also has an option to purchase all of Mr. Nogg's remaining shares in REA Holding Corporation.

Upon consideration of all the material contained in the application, we have concluded that the management group, Allen and Bessemer collectively control REA through Holding Corporation. While the management group will collectively hold in excess of 45% of Holding Corporation's stock and is responsible for the day-to-day operations of the company, the statutory presumption of control raised by section 408(f) of the Act also operates against both Allen and Bessemer. The applicants have not attempted to rebut that presumption and it does not appear that they could without the benefit of a full evidentiary record. However, it has been further concluded that such control relationships will have no significant anti-competitive ramifications and that grant of an exemption from the provisions of section 408 pursuant to subsection (a)(5) thereof would be in the public interest. The management group appears to be striving to preserve the company, to provide it with needed additional funds, and to maintain and expand the services which it performs for the shipping public. None of the controlling persons appear to be involved at this time in any enterprise which would adversely affect REA or the public interest generally.

However, to allow us to maintain a surveillance of the new ownership of REA, we have decided to condition the exemption granted herein to require Allen, Bessemer, and the management group to report any acquisition by any of such persons of a 10% interest in any air carrier, common carrier or person engaged in a phase of aeronautics or person controlling any of such enterprises. Such report should include the nature and activities of the enterprise acquired and a description of the nature and extent of the contemplated transactions, if any, between such company and REA. 9/ In addition, to allow us to follow any possible diversification program of Holding Corporation, we are imposing a further condition to require Holding Corporation to report annually to the Board, on or before March 1 of each year, all interests held by Holding Corporation in persons other than itself. 10/

9/ The exemption granted herein is based on the facts as they exist at this time. Should the control posture of Holding Corporation be substantially altered in the future and should the management group, Allen or Bessemer significantly increase its control position in the company, further Board action under section 408 may be required.

10/ Any acquisition by Holding Corporation which will result in new control relationships within the meaning of section 408 of the Act remains, of course, subject to the prior approval of the Board. Any acquisition by any person of 10% or more of the voting securities or capital of Holding Corporation is subject to an appropriate filing with the Board.

Accordingly, it is found that the above-described transaction will not result in creating a monopoly or monopolies or jeopardize another air carrier not a party to the transaction and that subject to the above-described reporting requirement, grant of an exemption from the provisions of section 408 of the Act, pursuant to subsection (a)(5) thereof with respect to the acquisition of REA by the management group is in the public interest.

ACCORDINGLY, IT IS ORDERED THAT:

1. The acquisition of REA by Holding Corporation, the management group, Allen and Bessemer be and it hereby is exempt from the provisions of section 408 of the Act, pursuant to subsection (a)(5) thereof, subject to the following conditions:

a. In addition to the reports required by Parts 245 and 246 of the Economic Regulations (14 CFR 245 and 246) Allen, Bessemer, and the management group, respectively, shall report to the Board within 60 days of consummation, the acquisition by any of them of a 10% interest in any air carrier (except an air carrier as defined in 14 CFR 245.1), common carrier, or person engaged in any phase of aeronautics, or in any person controlling such enterprise, including therein a description of the activities of the acquired firm and the transactions, if any, contemplated between such firm and REA;

b. In addition to the reports required by Part 246 of the Economic Regulations (14 CFR 246) Holding Corporation shall report annually to the Board, on or before March 1 of each year, any interest held by it as of December 31 of the previous year in persons other than itself;

c. The further acquisition of control of a common carrier or any person engaged in a phase of aeronautics by Holding Corporation, REA, or any of their affiliates or subsidiaries, directly or indirectly, shall be submitted to the Board for prior approval;

d. Acquisition of control of Holding Corporation, directly or indirectly, shall be submitted to the Board for prior approval;

2. Jurisdiction over the control relationships exempted herein be and it hereby is retained; and

3. Except to the extent granted herein all other outstanding requests for relief in Docket 21359 be and they hereby are denied.

By the Civil Aeronautics Board:

HARRY J. ZINK

Secretary

(SEAL)

Exhibit E

BEFORE THE
CIVIL AERONAUTICS BOARD

In the Matter of Air Express Service	Docket No. 22096

PETITION AND COMPLAINT

Communications with respect to this document should be addressed to:

John E. Robson, Esq.
Leibman, Williams, Bennett, Baird and Minow
1156 Fifteenth Street, N. W.
Washington, D. C. 20005

and

Arthur M. Wisehart, Esq.
Vice President & General Counsel
REA Express
219 East 42nd Street
New York, N. Y. 10017

April 9, 1970

RECEIVED
APR 1970

BEFORE THE
CIVIL AERONAUTICS BOARD

In the Matter of Air Express Service	:	Docket No.

Petition and Complaint

REA Express (REA) files this Petition and Complaint pursuant to the Federal Aviation Act of 1958 requesting relief as hereinafter set forth in connection with the Air Express service rendered by it and certain air carriers.

I

REA and its predecessors have provided nationwide multi-modal express service for more than 100 years. REA is an express company regulated by the Interstate Commerce Commission under the Interstate Commerce Act and renders Air Express service under Agreement No. 17935 approved by the Civil Aeronautics Board in Order No. E-22271.

II

Respondents, the thirty-five air carriers listed in Exhibit A, and REA constitute the parties to the Air Express Agreement.

III

Air Express is a priority, expedited service provided

jointly by REA and the respondent air carriers. REA Express pioneered Air Express. The first Air Express service was inaugurated by REA in September 1927, seventeen years before publication of the first air freight tariff. In the past forty years public use of and dependence upon Air Express has grown hand-in-hand with the development of modern air transportation. Air Express has played a prominent role in that development. In 1969 Air Express transported approximately 10 million shipments with total revenues of around $100 million. Air Express is a vital element of the nation's transportation system synergistically knitting together the diverse routes of thirty-five air carriers and the intermodal capabilities of REA into a single coordinated transportation network providing door-to-door pickup and delivery, security, reliability, and economy at jet age speed to a broad spectrum of shippers. Many Air Express shipments consist of medicines, blood, laboratory animals, vital government traffic and items of high value or extreme perishability for which priority air movement is the only practical mode of transport. Others are simply items which businesses or individuals must move efficiently and quickly. The shipping public has come to rely on nationwide Air Express service.

IV

REA is uniquely suited to provide Air Express service. For more than one hundred years REA has transported virtually any commodity, door-to-door on an expedited basis to almost every conceivable point in the country. REA's nationwide network

of offices and terminals and its thousands of pickup and delivery trucks enable it to provide Air Express service to many outlying points which might otherwise not have ready access to air transportation. See Ex Parte No. 242, Express Company Terminal Areas, 332 I.C.C. 91 (1967), aff'd, Northern Freight Lines, Inc. v. United States, 304 F. Supp. 536 (N.D. Ga. 1969), aff'd per curiam, ____U.S. _____(March 16, 1970). REA is experienced in and equipped to handle unusual and priority types of shipments such as perishables, live animals, and high value items. In sum, the unique service offered under Air Express is a reflection of REA's experience, structure, equipment and commitment to expeditious inter-modal transportation.

V

With respect to Air Express, REA performs the pickup and delivery services, the shipping documentation, tracing, administration, billing, collection of receivables, record keeping, sales, advertising and promotion and handles claims and transfers. The air carriers provide the air transportation, exercise a veto power over tariff publication and collectively specify the terms of their relationship with REA.

VI

The present Air Express Agreement was entered into on August 1, 1964 for a period of five years. Under an extension

dated October 24, 1969 the present Air Express Agreement will expire on April 30, 1970. The extension provided for the commencement of negotiations on January 19, 1970, for the purpose of arriving at the terms of a new agreement not later than April 1, 1970. Negotiations have taken place but the parties have been unable to conclude an agreement. Both parties to the negotiations have expressed the desire for the continuation of Air Express as an important public service but have been unable to agree because of differences regarding major principles of the arrangement.

VII

The present period of negotiation follows earlier similar periods. The original expiration date of the Air Express Agreement was June 30, 1969. Following discussions, the Agreement was first extended until July 31, and then again for three months until October 31, 1969. Shortly before the October 31, 1969 extension would have expired, REA found it necessary to write to the Chairman of the Civil Aeronautics Board (letter of October 22, 1969), expressing the fear that it would not be possible to conclude a mutually acceptable agreement. That letter states:

> "... the exigencies of REA's situation are such that we have no alternative but to seek a new Air Express agreement which is more closely attuned to today's circumstances,

rather than a continuation of a formula originally negotiated before the advent of the jet age." 1/

In the same letter REA told the Board that the issues involved in the dispute "include the division of revenues and the denial to REA of the right to adjust Air Express rates." Thereafter, the present extension was signed.

The Airline Negotiating Committee has offered to continue negotiations and REA is willing to do so, but the gulf between the parties which has persisted on the same issues during more than six months of negotiation indicates that these basic issues cannot be satisfactorily resolved without intervention by the Board. With the termination date of April 30, 1970, REA feels compelled to take the action represented by this filing and bring these issues to the Board's attention as promptly as possible.

VIII

The airlines insist that they will accept no reduction in the amount of money which they receive based on the present traffic. This is unfair and discriminates against REA. Under the Air Express Agreement the airlines received 36¢ per ton mile from Air Express, which is approximately twice the ton-mile yield from air freight and substantially

---

1/ The basic form of today's Air Express Agreement was negotiated in 1959 although it was further amended in 1964.

more than the ton-mile yield for air mail. 1/ Such disparity is not justified by costs or other factors. REA has offered to arbitrate this issue or to submit it jointly with the airlines to the Board for determination, but the airlines have rejected such a solution.

IX

REA has also sought the freedom under the Air Express Agreement to develop and file its own tariffs without airline veto. This is in accordance with the Board's consistent recommendations. In the Air Freight Forwarder case, the Board recommended that the tariff rates charged the public be "determined and filed by REA", and criticized "the anomalous situation which permits the air carriers to set tariff rates for REA and at the same time compete with REA for air cargo traffic" (9 C.A.B. at 486). See also Order E-5898 (1951). The inherent conflict of interest has never been more apparent than in the present negotiations when, for competitive reasons, the airlines seek to perpetrate their longstanding practices of denying REA and Air Express shippers the advantage of reasonable weight breaks and effective participation in the long-haul market.

1/ Under the October 24, 1969, extension of the Air Express Agreement (which expires April 30, 1970) the division of revenues was temporarily adjusted to permit REA to retain an additional $3,000,000. During that six month period the ton-mile yield to the airlines will approximate 30¢, but the airlines insist on a return to the 36¢ per ton-mile level based on present traffic.

X

REA's objective is to promote Air Express aggressively. REA's new management group has severed the historic ties between REA and the railroads and considers Air Express as an increasingly important and expanding service which will promote air commerce and benefit the shipping public, the airlines and REA. REA's management is prepared to devote considerable energy and investment to realize the full potential of Air Express. Such promotional activities by REA, which handles 25,000,000 surface shipments annually, can make a valuable contribution to air transportation at a time when air cargo capacity far outstrips utilization. To accomplish these objectives provisions are required in the Air Express Agreement which will permit Air Express to respond more flexibly to (a) technological developments such as unitization and standardization, (b) the introduction of wide-bodied jets, (c) inter-modal possibilities, and (d) the changing needs of the shipping public. Consistent with this flexibility REA seeks to be able to exercise a desirable degree of marketing initiative and innovation. To these ends, REA has requested the inclusion in the new agreement of a clause which would permit multi-levels of Air Express service as contemplated in paragraph 1 of the Board-approved 1954 Air Express Agreement (e.g., expedited air express, deferred air express, and

related services). Despite the precedent and rationale for this provision the Airline Negotiating Committee has flatly refused to consider it or to give any reasons for their position. At the very time when the airlines are proposing rate reductions of as much as 33% as incentives to speed the growth of air freight, they seek to deny marketing flexibility to REA and are adamant that they will not accept one cent less for Air Express.

XI

In addition, REA seeks a permanent agreement. As the Board is aware, REA's authority to conduct Air Express service has been founded on the existence and continuation of an Air Express Agreement. The history of negotiations between the air carriers and REA clearly manifests that this situation has consistently worked to REA's disadvantage in its attempts to structure an equitable arrangement with the air carriers. In dealing with REA the air carriers do not negotiate on an individual basis. Rather, the entire airline industry negotiates in concert and unites behind a single position. These factors make the bargaining power of the airlines immense and REA's small. The lopsided terms of the present Air Express Agreement -- and the similar terms the airlines would again force upon REA -- are a graphic illustration of

the airlines' overwhelming advantage at the negotiating table. In past negotiations, at the eleventh hour the airlines have been in a position to offer REA the Hobson's choice of taking the deal the air carriers hold out or terminating the service.

There is no disagreement among the parties that Air Express, a valuable public service for over forty years, should continue. But the fact that REA's authority to continue the service is tied to the agreement should not be used, as it has been, as a lever to compel REA to accept whatever economic dish the airlines serve up. Accordingly, REA has sought a permanent agreement with a broad arbitration provision to permit resolution of economic issues which cannot be resolved by periodic negotiation. This properly separates the economic issues of the arrangement, which are subject to variation over time, from the question of the continuation of the Air Express service, about which REA submits there is no issue.

XII

To summarize its position, REA believes that the future of Air Express as a vital public service requires the establishment of these major principles in a new Air Express agreement:

1. The amount which REA pays the airlines should be

fairly related to what other airline customers pay for air transportation.

2. REA should have the independent right, subject to Board approval, to develop and revise tariffs for Air Express service free from the power of veto which the air carriers now have. The Air Express Agreement and the tariff developed thereunder should not, as has been the case in the past, preclude Air Express customers from using the service for the long-haul air market and for a broader range of shipments.

3. The agreement should be permanent and provide for arbitration in the event that negotiations are unable to resolve disputes.

XIII

REA respectfully requests that the Board find that the foregoing actions and practices by the air carriers (1) are unjust and unreasonable in violation of section 404(a) of the Federal Aviation Act (the "Act") (49 U.S.C. §1374 (a)), (2) subject REA to unjust discrimination and undue disadvantages in violation of section 404(b) of the Act (49 U.S.C. §1374(b)), and (3) constitute unfair practices and unfair methods of competition in air transportation in violation of section 411 of the Act (49 U.S.C. §1381).

XIV

Pursuant to section 1002(a) of the Act (49 U.S.C. §1482(a)) REA respectfully requests the Board to institute an investigation into the matters alleged herein and to determine and prescribe the lawful rates and charges to be used in Air Express and the practices to be followed by the airlines and REA, as authorized in section 1002(d) of the Act (49 U.S.C. §1482(d)).

In addition REA requests that the Board determine, order and rule:

1. That, until further order of the Board, the present parties to the Air Express Agreement, as extended to April 30, 1970, continue to perform the Air Express service as contemplated thereunder;

2. That for the purpose of conducting the Air Express service as contemplated in the preceeding paragraph, REA be granted appropriate exemption from the requirements of the Federal Aviation Act;

3. That, pending the Board's final determination as to the proper amounts to be paid by REA to the air carriers, REA shall pay an amount which will yield the air carriers 26¢ per ton mile, such payments to be subject to retroactive adjustment under the Board's final determination;

4. That the future Air Express Agreement shall be permanent and provide that:

a. REA may file Air Express tariffs in accordance with the Board's procedures but without being required to obtain the concurrence of the air carriers; and

b. The terms of the Agreement are subject to re-negotiation at reasonable intervals subject to appropriate arbitration to permit resolution by third parties of issues the parties are unable to resolve by negotiation.

5. Such other relief as may be appropriate.

Respectfully submitted,

John E. Robson

Ekroy H. Wolff
Leibman, Williams, Bennett,
Baird and Minow
1155 - 15th Street, N.W.
Washington, D.C. 20005

Attorneys for REA Express

Of counsel:
Arthur M. Wisehart
219 East 42nd Street
New York, New York 10017

(Dated April 9, 1979)

VERIFICATION

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) SS:

John E. Robson, being duly sworn, deposes and says: That he is attorney for Railway Express Agency, Incorporated, complainant in this proceeding; that he has read the foregoing Petition and Complaint and knows the contents thereof; and that he believes that the same are true as stated to the best of his knowledge.

John E. Robson

Subscribed and sworn to before me by the affiant above named this 9th day of April, 1970.

Notary Public, D. C.

My commission expires

My Commission Expires Feb. 14, 1975

CERTIFICATE OF SERVICE

I hereby certify that I have this day served by mail a copy of the foregoing Petition and Complaint upon each of the air carrier parties to the Air Express Agreement and upon the Director of the Bureau of Enforcement of the Civil Aeronautics Board.

Dated at Washington, this 9th day of April, 1970.

Elroy H Wolf

EXHIBIT A Amended to Foreign Rebellion and England

AIR CARRIER PARTIES TO THE AIR EXPRESS AGREEMENT

Air Canada
Air France
Air West, Inc.
Airlift International, Inc.
Alaska Airlines, Inc.
Alitalia Airlines, Inc.
Allegheny Airlines, Inc.
American Airlines, Inc.
Aspen Airways, Inc.

Braniff Airways, Inc.

Caribbean Atlantic Airlines, Inc.
Chicago Helicopter Airways, Inc.
Continental Air Lines, Inc.

Delta Air Lines, Inc.

Eastern Air Lines, Inc.

The Flying Tiger Line, Inc.
Frontier Airlines, Inc.

Los Angeles Airways, Inc.

Mohawk Airlines, Inc.

National Airlines, Inc.
New York Airways, Inc.
North Central Airlines, Inc.
Northeast Airlines, Inc.
Northwest Airlines, Inc.

Ozark Airlines, Inc.

Pan American World Airways, Inc.
Piedmont Airlines, Inc.

San Francisco & Oakland Helicopter Airlines, Inc.
Seaboard World Airlines
Southern Airways, Inc.

Trans Caribbean Airways, Inc.
Trans-Texas Airways, Inc.
Trans World Airlines, Inc.

United Air Lines, Inc.

Western Air Lines, Inc.

Exhibit F

Order 70-7-109

UNITED STATES OF AMERICA
CIVIL AERONAUTICS BOARD
WASHINGTON, D. C.
Adopted by the Civil Aeronautics Board
at its office in Washington, D. C.
on the 23rd day of July, 1970

Revisions in air express rates and charges proposed by RAILWAY EXPRESS AGENCY, INCORPORATED AND PARTICIPATING AIR CARRIERS	Docket 22387

ORDER OF INVESTIGATION AND SUSPENSION

By tariff revisions filed June 25 and marked to become effective July 27, 1970, Railway Express Agency, Incorporated (REA) and air carriers participating in the tariffs with REA propose to revise the structure of air express rates and charges in the United States and between the United States and Canada. The proposal involves increasing the minimum charge from $8.00 to $8.50 per shipment under both general and most specific commodity rates. It also involves significant revisions in general commodity rates, both increases and decreases. The increases would typically affect the rates for relatively small shipments and short hauls while rates for larger shipments and longer hauls would be reduced.

Complaints requesting investigation and suspension were submitted by Muzak, a Division of Wrather Corporation (Muzak), and by the Air Freight Forwarders Association, representing nine member forwarders (AFFA). Muzak's complaint protests the increases in rates proposed, and claims that, without REA's services at reasonable rates, Muzak would suffer serious and irreparable injury.

AFFA protests the rate reductions proposed, inter alia, on the grounds that the proposals would eliminate air freight forwarder participation in the "historic" forwarder markets, that the proposed rates would involve destructive competition since they would be below the apparent total cost of the service, that REA's returns would be below its own costs, and that the reduced rates would be maintained through the revenues gained from sharp rate increases proposed in the short-haul, small-shipment markets and through the airlines' subsidy of REA in these markets. The

so asserts that the proposal would place REA in the forwarding
nout re-examination of the statutory and policy problems
ch as REA's monopoly "priority" in airlift not available to
forwarders.

ort of their filings and in answer to the complaints, REA and
ting airlines variously assert, among other things, that
sed rates will reflect changes consistent with operating
h REA and the airlines, (2) the reduced rates for long-haul
l be responsive to the Board's expressed desires to have such
arly reflect operating costs, (3) the revenues to REA will
than costs plus a fair return, considering the sharp infla-
occurred in labor and other costs, (4) the cost justification
REA actually understates its actual costs, (5) the airlines'
express traffic have not kept pace with cost increases,
nes' express revenues per ton-mile reflect the value of
ice for express shipments and higher airline costs of render-
ice, (7) that the forwarders' complaint contains certain factual
8) the airlines' revenues from express must be evaluated in
the circuitous mileage actually flown and the interline
ired by many express shipments.

sideration of all relevant factors, the Board finds that the
ted in Appendix A may be unjust, unreasonable, unjustly
y, unduly preferential, unduly prejudicial, or otherwise
should be investigated. Furthermore, to the extent that
ovisions would apply to shipments within the United States,
ovisions should be suspended pending investigation.

osed revisions involve both significant increases and
costs to the public but we do not believe that they have
ly justified. The minimum air express charge for both
ecific commodity rated air express shipments would rise from
) per shipment. It should be noted, however, that REA filed
mum charge effective May 28, 1970, representing an increase
shipment. Thus, the proposed minimum charge represents an
most 42 percent above the charge in effect approximately
. It should be noted, furthermore, that the $6.00 minimum
n in effect only since June 18, 1969, while the prior
50, which in turn had been in effect less than three years.
e charge was $4.70.

posed increases in general commodity rates involve increases
ments, especially in markets involving short hauls. For
250 miles the increases would be as much as 85 percent over
. For the foregoing markets, the rates proposed will involve

increases by as much as 138 percent above the rates quoted prior to May 28, 1970. For the longer hauls and larger shipments, reductions are proposed as high as 24 percent. The forwarders, in their complaints, claim that those reductions will threaten their existence.

In the current air express rate structure, rates are published for each pound of shipment weight for various lengths of haul up to 100 pounds, with larger shipments rated on the basis of the 100-pound rate. The proposal would involve lower rates per pound for larger shipments in 10-pound groups up to and including 300 pounds. The proposed revisions would make REA more competitive in the larger shipment market and raise certain fundamental questions of great import to both forwarders and the general public.

We are of the opinion that the justifications presented by REA and the airlines are not adequate to support the proposed rate structure. REA, for example, includes a return element based upon an operating ratio of 90 percent. The use of an operating ratio to calculate the earnings element has not been accepted by the Board, which has generally considered that the appropriate method of computing earnings element is in terms of a return on investment capital. An investigation would be a proper vehicle to determine the appropriate rate of return on investment and other costs presented by REA, including the allowance made for inflation.

We shall also suspend, pending investigation, the increase proposed in the excess value rate from 18 cents to 30 cents per $100.00 of excess valuation. Excess valuation declarations apply to the value of the shipment above 50 cents per pound or $50.00 per shipment, which is the assumed liability of REA and the airlines for loss or damage and which is covered by the basic air express charges. Airlines typically charge 10 cents per $100.00 of excess valuation, while most forwarders charge 10 or 15 cents. The Board does not believe that the charges should exceed the costs of the additional coverage. No support has been advanced for this proposed increase and accordingly this proposal will be suspended pending investigation.

The tariff rates must be reasonably related to the total costs of the service, embracing those of the direct air carriers as well as those of REA. In order to assure that the rates and charges cover the costs and a reasonable profit element to both the direct air carriers and to REA but not in excess thereof, it will be necessary that the investigation be directed to both the rates and charges proposed and the divisions of such rates and charges between the air carriers and REA.1/

1/ By Order 70-7-110, issued concurrently herewith, action on the Air Express Agreement C.A.B. 17935 A5 is deferred. This action of deferral, however, should not be construed as deferring action on the investigation of the rates and charges or of the divisions thereof.

Accordingly, pursuant to provisions of the Federal Aviation Act of 1958,

IT IS ORDERED THAT:

1. An investigation is instituted to determine whether the rates, minimum charges, and provisions described in Appendix A attached hereto, and rules, regulations, and practices affecting such rates, minimum charges, and provisions, are or will be unjust, unreasonable, unjustly discriminatory, unduly preferential, unduly prejudicial, or otherwise unlawful, and if found to be unlawful, to determine and prescribe the lawful rates, minimum charges, and provisions, and rules, regulations, or practices affecting such rates, minimum charges, and provisions;

2. Pending hearing and decision by the Board, the rates, minimum charges, and provisions described in Appendix A attached hereto (except rates, minimum charges, and provisions applying to or from Canadian points) are suspended and their use deferred to and including October 24, 1970, unless otherwise ordered by the Board, and that no changes be made therein during the period of suspension except by order or special permission of the Board;

3. The scope of the investigation instituted by ordering paragraph 1 above shall include the issue as to whether the divisions of the rates and charges described in Appendix A are or will be unjust, unreasonable, inequitable, or unduly preferential or prejudicial as between the Railway Express Agency, Inc. and the air carriers and foreign air carriers parties thereto, and if so, to prescribe the just, reasonable, and equitable divisions thereof to be received by the several air carriers.

4. The complaints of the Air Freight Forwarders Asscciation, in Docket 22352, and Muzak, a Division of Wrather Corporation, in Docket 22347, are hereby dismissed except to the extent granted herein;

5. The proceeding herein be assigned for hearing before an examiner of the Board at a time and place hereafter to be designated; and

6. A copy of this order shall be filed with the tariffs and served upon the carriers listed in Appendix B, which are hereby made parties to this proceeding.

This order will be published in the Federal Register.

By the Civil Aeronautics Board:

HARRY J. ZINK

Secretary

(SEAL)

TARIFF C.A.B. NO. 1 ISSUED BY G. T. MIANO, AGENT:

The charges and provisions in RULE NO. 8(A) on 7th Revised Page 7.

The charges and provisions in RULE NO. 8(B) on 7th Revised Page 8.

The charges and provisions in RULE NO. 20 on 17th Revised Page 16.

All rates, charges, and provisions on the following pages (except those bearing the reference mark which denotes no change or those which are made subject to provisions which specifically state that no change has been made therein):

15th Revised Page 122	8th Revised Page 129-A
Original Page 122-A	6th Revised Page 129-B
Original Page 122-B	Original Page 129-C
12th Revised Page 123	Original Page 129-D
12th Revised Page 124	8th Revised Page 141-A
Original Page 124-A	7th Revised Page 141-B
Original Page 124-B	10th Revised Page 142
13th Revised Page 125	7th Revised Page 143-A
13th Revised Page 126	6th Revised Page 143-C
12th Revised Page 128	7th Revised Page 143-E
11th Revised Page 129	5th Revised Page 143-G

The minimum charges per shipment and the provisions applicable thereto on the following pages:

19th Revised Page 145
11th Revised Page 150
8th Revised Page 151
7th Revised Page 152
10th Revised Page 153

On 20th Revised Page 145, 12th Revised Page 150 and 9th Revised Page 151:

(a) The minimum charges per shipment subject to the encircled reference mark 2, and the provisions applicable thereto; and

(b) The reference mark "#" and the provisions in the explanation thereof.

TARIFF C.A.B. NO. 1 ISSUED BY G. T. MIANO, AGENT Continued:

The provisions on the tariff pages specified above in this appendix and on the following tariff page insofar as such provisions cancel rates which are proposed to be superseded by the suspended rates and insofar as such provisions cancel suspended rates or provisions:

12th Revised Page 127

Air Canada
Airlift International, Inc.
Air West, Inc.
Alaska Airlines, Inc.
Allegheny Airlines, Inc.
American Airlines, Inc.
Aspen Airways, Inc.
Braniff Airways, Inc.
Caribbean-Atlantic Airlines, Inc.
Compagnie Nationale Air France
Continental Air Lines, Inc.
Delta Air Lines, Inc.
Eastern Air Lines, Inc.
Frontier Airlines, Inc.
Los Angeles Airways, Inc.
Mohawk Airlines, Inc.
National Airlines, Inc.
New York Airways, Inc.
North Central Airlines, Inc.
Northeast Airlines, Inc.
Northwest Airlines, Inc. (Also operating as Northwest Orient Air Lines)
Ozark Air Lines, Inc.
Pan American World Airways, Inc.
Piedmont Aviation, Inc.
Railway Express Agency, Incorporated
San Francisco & Oakland Helicopter Airlines, Inc.
Seaboard World Airlines, Inc.
Southern Airways, Inc.
Texas International Airlines, Inc.
The Flying Tiger Line Inc.
Trans Caribbean Airways, Inc.
Trans World Airlines, Inc.
United Air Lines, Inc.
Western Air Lines, Inc.

Air Express service provided hereunder is performed by the participating carriers pursuant to an Agreement which has been filed with and approved by the Civil Aeronautics Board.

Source: 14th revised page 4 of Agent G. T. Miano's C.A.B. No. 1.

Effective December 5, 1969

Exhibit G

Order 70-7-110

UNITED STATES OF AMERICA
CIVIL AERONAUTICS BOARD
WASHINGTON, D. C.

Adopted by the Civil Aeronautics Board
at its office in Washington, D. C.
on the 23rd day of July, 1970

PETITION AND COMPLAINT OF REA EXPRESS, INC.	Docket 22096
Agreement filed pursuant to section 412 of the Federal Aviation Act of 1958, as amended, between: ALLEGHENY AIRLINES, INC., CERTAIN OTHER AIR CARRIERS, FOREIGN AIR CARRIERS, AND RAILWAY EXPRESS AGENCY, INC. relating to air express service.	Agreement CAB 17935-A5
EXPRESS SERVICE INVESTIGATION	Docket 22388

ORDER DEFERRING ACTION ON AGREEMENT
AND INSTITUTING INVESTIGATION

On June 25, 1970, the parties 1/ to the air express agreement filed

1/ Air Canada
Airlift International, Inc.
Air West, Inc.
Alaska Airlines, Inc.
Allegheny Airlines, Inc.
American Airlines, Inc.
Aspen Airways, Inc.
Braniff Airways, Inc.
Caribbean-Atlantic Airlines, Inc.
Compagnie Nationale Air France
Continental Air Lines, Inc.
Delta Air Lines, Inc.
Eastern Air Lines, Inc.
The Flying Tiger Line Inc.
Frontier Airlines, Inc.
Los Angeles Airways, Inc.
Mohawk Airlines, Inc.
National Airlines, Inc.
New York Airways, Inc.
North Central Airlines, Inc.
Northeast Airlines, Inc.
Northwest Airlines, Inc.
Ozark Air Lines, Inc.
Pan American World Airways, Inc.
Piedmont Aviation, Inc.
San Francisco and Oakland Helicopter Airlines, Inc.
Seaboard World Airlines, Inc.
Southern Airways, Inc.
Texas International Airlines, Inc.
Trans Caribbean Airways, Inc.
Trans World Airlines, Inc.
United Air Lines, Inc.
Western Air Lines, Inc.
REA Express, Inc.

pursuant to section 412 of the Act a further amendment to that agreement. 2/ On the same date the parties filed a new air express tariff, to become effective July 27, 1970. The effectiveness of the amended agreement is tied to that of the proposed tariff and will become effective on the same date that the tariff becomes effective. The agreement will terminate at midnight, June 30, 1971.

The amended agreement establishes a new formula for the division of gross air express revenues, and places greater responsibility on the airlines for the movement of air express where substitute service is necessary because of unavailable, inadequate, or interrupted air transportation, and for loss and damage claims.

During the past year revenues were divided on the basis of a formula allowing REA approximately 59 percent and the airlines 41 percent. The new division of revenue appended to the agreement changes this percentage division. REA will receive as its share of the revenues a relatively constant dollar amount, regardless of length of haul. The airline revenue, on the other hand, is based on a ton-mile yield, subject to a minimum return of $2.50 per shipment. The effect of this is to give REA a relatively high percentage of the revenues on short-haul and small-sized shipments where terminal and shipment costs account for a high percentage of the total costs, and to give the airlines a higher percentage of the revenues on large-volume and longer-haul movements where flight costs represent a higher proportion of the total costs. In the overall, REA will receive approximately 65 percent of gross air express revenues and the airlines 35 percent.

Comments opposing the amended agreement and the tariff to which it is keyed were filed by the Air Freight Forwarders Association (AFFA), to which REA filed an answer.

Upon consideration thereof, the Board has decided to defer taking action on Agreement CAB 17935-A5. We would be disposed to approve the concepts embodied in Agreement CAB 17935-A5. However, the division of revenue provisions of that agreement are keyed, in specific dollar terms, to the provision of the express tariff contemporaneously filed by REA. As noted in Order 70-7-109, issued concurrently herewith, we are suspending that tariff and setting it

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2/ Under amendments approved by Order 69-11-130, November 26, 1969, and Order 70-7-39, dated July 8, 1970, the present air express agreement is in effect until July 31, 1970.

for investigation. In such circumstances it would serve no useful purpose to approve the amended express agreement now before us. Instead we shall defer acting on Agreement CAB 17935-A5, and invite the parties either to agree to extend the existing agreement pending the outcome of the Express Service Investigation, infra, or to embody in an amended agreement their new revenue division formula in terms of the existing express tariff. In either event, by so acting the parties' action will allow the continuation of the air express service during the time in which the Board and the parties will be exploring the longer-range future of this service in the Express Service Investigation.

It has been some time since the Board explored the role of REA Express in the national air transportation network. This was last done in the Airfreight Forwarder Investigation decided in 1955, 3/ where the Board agreed generally with the Examiner's conclusion that despite its monopoly of the air express business no change in its status was warranted. 4/ Thus, we believe with this passage of time a formal review of REA's role in the movement of air express, as well as the current relationships between REA and the direct air carriers, is required by the public interest. Therefore, the Board has decided to institute an investigation to determine what the future role in air transportation should be with regard to express or priority type cargo service, and what Board action should be taken with regard thereto, including but not limited to (a) whether the public convenience and necessity require the alteration, amendment, or modification of the certificates of the scheduled air carriers to authorize the provision by the certificated scheduled airlines of a distinct class of priority cargo service (such as air express) either directly or indirectly by the airlines or through indirect air carriers, or both; (b) whether licenses for such air express service should be issued to one or more indirect air carriers (such as REA or air freight forwarders) to conduct such service independently of any joint agreement with the airlines; and (c) whether the existing concept of an air express agreement between the direct air carriers and an air express company should be maintained.

3/ 21 CAB 536.

4/ REA now operates pursuant to an individual exemption from section 401(a) of the Act last modified by Order E-22273, June 4, 1965. Such exemption by its terms is tied to the air express agreement with the airlines herein discussed.

We conceive this investigation to be broad in scope, and that it will explore such underlying questions, inter alia, as whether the service currently being provided by REA is actually an express or priority service differentiated from other airfreight services; whether such a priority service is susceptible of actually being provided--by REA or by anybody else; whether there is a need for separate express service; who, if anybody, should provide such service; whether the direct air carriers should establish a special tariff (and corresponding special service) for express traffic; whether such a tariff should be available to any shipper, or just to the authorized express company; and depending on how such issues are resolved, whether REA should be granted authorization under Part 296 of our Economic Regulations (14 CFR 296) to be a domestic airfreight forwarder, and whether the Board should terminate its approval of Agreement CAB 12866. 5/

Concurrently herewith we are instituting an investigation to determine the lawfulness of the new express tariff filed by REA and the carriers. 6/ The issues to be tried therein, and those to be determined herein, encompass in broader scope many of the matters raised by REA in its Petition and Complaint in Docket 22096. We shall, therefore, dismiss REA's Petition and Complaint in Docket 22096, without prejudice to any subsequent filing by REA with respect to matters not within the scope of the investigations referred to above.

ACCORDINGLY, IT IS ORDERED THAT:

1. Action on Agreement CAB 17935-A5 be and it hereby is deferred;

2. An investigation, to be known as Express Service Investigation, be instituted for the purpose of exploring the future role of express or priority cargo service in air transportation, and what Board action should be taken with regard thereto, including, but not limited to:

5/ Agreement among certain air carriers relating to Air Express Service, approved in Order E-13764, April 21, 1959, as modified by Order E-13944, May 28, 1959.

6/ Order 70-7-109, July 23, 1970, Docket 22387.

Exhibit H

BEFORE THE

CIVIL AERONAUTICS BOARD

WASHINGTON, D. C.

Application of REA EXPRESS, INC.	Docket
EXPRESS SERVICE INVESTIGATION	Docket 22388

MOTION TO CONSOLIDATE

REA Express, Inc. (REA) hereby moves, pursuant to Orders 70-7-110 and 70-11-46 and Part 302.12b of the Board's Regulations, to consolidate the within application into the Express Service Investigation, Docket 22388.

In Order 70-7-110, the Board instituted the Investigation. Among the issues to be considered were:

> "whether REA should be granted authorization under Part 296 of our Economic Regulations (14 CFR 296) to be a domestic airfreight forwarder ...." (p. 4)

and

> "whether licenses for such express service should be issued to one or more indirect air carriers (such as REA or air freight forwarders) to conduct such service independently of any joint agreement with the airlines ...." (p. 5)

Order 70-11-46 modified the latter issue to read:

> "whether licenses for such air express service should be issued, individually, or on a class basis, to one or more indirect air carriers (such as REA or air freight forwarders) to conduct such service independently of any joint agreement with the airlines ...." (p. 3)

In its application filed herewith, REA respectfully requests a license or authority (a) to continue to perform Air Express service and (b) to operate as a domestic air freight forwarder in addition if Air Express authority is granted to one or more air freight forwarders. Hence, the authority requested by REA is within the scope of the Express Service Investigation.

REA's participation in the Express Service Investigation will not unduly delay the proceeding and will be conducive to the proper dispatch of the Board's business.

WHEREFORE, REA requests that this motion to consolidate be granted

Respectfully submitted,

Arthur M. Wisehart
Vice President & General Counsel
REA Express, Inc.
219 East 42nd Street
New York, New York 10017

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on all parties to Docket 22388 by having mailed a copy thereof to each such party or its attorney in a properly addressed envelope with postage prepaid.

Arthur M. Wisehart

November 23, 1970

BEFORE THE

CIVIL AERONAUTICS BOARD

WASHINGTON, D. C.

Application of REA EXPRESS, INC.	Docket

APPLICATION

Preliminary Statement

Pursuant to Orders 70-7-110, dated July 23, 1970, and 70-11-46, dated November 12, 1970, REA Express, Inc. (REA) hereby makes its application to operate as an indirect air carrier.

I.

REA is a corporation organized under the laws of the State of Delaware. Its address is 219 East 42nd Street, New York, New York 10017. It is a citizen of the United States within the meaning of section 101 (13) of the Federal Aviation Act of 1958, in that all of its directors and officers are citizens of the United States and all of its voting interest is owned and controlled by persons who are citizens of the United States.

II.

REA and its predecessors have provided nationwide multi-modal express service for more than 100 years. Today, REA's express shipments are carried by air, rail, and motor vehicle. REA is an express company regulated under the Interstate Commerce Act.

III.

REA pioneered the carriage of property by air beginning in 1910. In 1927, REA initiated Air Express, seventeen years before publication of the first air freight tariff, and has performed that service in conjunction with the airlines continuously since that time.

IV.

In the past forty years, public use of and dependence upon Air Express has grown hand-in-hand with the development of modern air transportation. In 1969, Air Express transported approximately 10 million shipments with total revenues of around $100 million. The selling, promotion and marketing to bring Air Express to that level of development all have been performed chiefly by REA.

Air Express is a vital element of the nation's transporation system. The diverse routes of thirty-three air carriers, and the intermodal capabilities of REA, are

synergistically united together by Air Express into a single, coordinated transportation network serving a broad spectrum of shippers. Many Air Express shipments consist of medicines, blood, live animals, vital government traffic, and items of high value or extreme perishability for which REA handling coupled with priority air movement is the only practical mode of transport. The shipping public has come to rely on nationwide Air Express service as performed by REA.

V.

REA is uniquely suited to provide Air Express service. For more than one hundred years, REA has transported virtually any commodity, door-to-door on an expedited basis, to almost every conceivable point in the country. Through REA's nationwide network of offices and terminals and its thousands of pickup and delivery trucks, Air Express service is provided to many outlying points which might otherwise not have ready access to air transportation. See Ex Parte No. 242, Express Company Terminal Areas, 332 I.C.C. 91 (1967), aff'd, Northern Freight Lines, Inc. v. United States, 304 F. Supp. 536 (N.D. Ga. 1969), aff'd per curiam, _____ U.S. _____ (March 16, 1970). In sum, the unique services offered by Air Express are a reflection of REA's experience, equipment, organization, and commitment to expeditious intermodal transportation. With respect to Air Express, REA performs pickup

and delivery, substitute service, shipping documentation, tracing, administration, billing, collection of receivables, record keeping, sales, advertising and promotion, special security services, and handles claims and transfers. The direct air carriers provide underlying air transportation.

VI.

Air Express is performed by REA under an agreement with thirty-three airlines. In the past, the airlines have asserted that they may terminate REA's participation in the business which REA pioneered simply by not renewing the agreement except on terms favorable to them. During this year, they have twice placed an embargo on Air Express shipments, causing incalculable confusion to the shipping public and REA to lose millions of dollars. This power of life or death over REA's Air Express business which the airlines have asserted, by agreement and as a group, has led to provisions in the agreement which are unfavorable both to REA and to the development of Air Express in the public interest. As a result of such provisions:

(a) The airlines have retained the power to veto significant Air Express tariff changes. This power has been exercised by the airlines so as to deny to shippers in certain markets the advantages of Air Express. REA seeks the freedom to develop and file its own tariffs without airline veto. This

is in accordance with the Board's consistent recommendations. In the Air Freight Forwarder case, the Board recommended that the tariff rates charged the public be "determined and filed by REA," and criticized "the anomalous situation which permits the air carriers to set tariff rates for REA and at the same time compete with REA for air cargo traffic" (9 C.A.B. at 486). See also Order E-5898 (1951).

(b) The divisions of Air Express revenue produce for the airlines an amount for carrying Air Express which is outrageously high in relation to what they receive for air freight. At a time when individual airlines are filing substantial rate reductions to speed the growth of air freight, as a group they have remained adamant that they will not accept one cent less from Air Express. This, too, is to the ultimate disadvantage of the shipping public.

VII.

REA's objective is to promote Air Express aggressively. REA's new management group has severed the historic ties between REA and the railroads. It considers Air Express to be an increasingly important part of the company's future

development. REA's management is prepared to devote considerable energy and investment so that the full potential of Air Express can be realized. Such promotional activities by REA, which handles 25,000,000 surface shipments annually, can make a valuable contribution to air transportation at a time when air cargo capacity far outstrips utilization. To accomplish these objectives, Air Express must be permitted to respond more flexibly to (a) technological developments such as unitization and standardization, (b) the introduction of wide-bodied jets, (c) intermodal possibilities, and (d) the changing needs of the shipping public. Consistent with this flexibility, REA seeks to be able to exercise a desirable degree of marketing initiative and innovation. To these ends, REA requests permission for multi-levels of Air Express service as contemplated in paragraph 1 of the Board-approved 1954 Air Express Agreement (e.g., expedited Air Express, deferred Air Express, and related services).

VIII.

In addition, REA seeks permanent authority. In the airlines' view, REA's authority to conduct Air Express service has been founded on the existence and continuation of an Air Express agreement. The history of negotiations between the air carriers and REA clearly manifests that this situation has consistently worked to REA's disadvantage in its attempts to structure an equitable arrangement with

the airlines and has retarded the growth of Air Express. In dealing with REA, the air carriers do not negotiate on an individual basis. Rather, the entire airline industry negotiates in concert and unites behind a single position. These factors make the bargaining power of the airlines immense and REA's small. In past negotiations, at the eleventh hour the airlines have been in a position to compel REA to accept what they offer or risk the termination of a $100,000,000 a year business. As demonstrated last summer, the airlines also have adopted a callous attitude toward the interest of the shipping public in the preservation of a vital public service. Under such a permanent authority (i) REA should have the independent right, subject to Board approval, to develop and revise tariffs for Air Express service, and (ii) the amount the airlines receive from Air Express should be fairly related to what they receive from air freight.

IX.

The Board has set down for investigation the question of what authority shall be granted for the performance of Air Express and has authorized the filing of applications (Order 70-11-76). REA therefore makes this formal application to receive Air Express authority to serve all points, but does so without prejudice to the "grandfather" rights which it may be entitled to by

operation of law. Further, we note that a number of air freight forwarders also have applied for Air Express authority. Should the Board decide to grant such authority to forwarders, REA as the "grandfather" in this entire line of business would correspondingly hope to receive domestic air freight forwarder authority at the same time. REA accordingly desires to have this application so regarded.*

WHEREFORE, REA Express, Inc. hereby requests and applies for a license or authority (a) to continue to perform Air Express service and (b) to operate as a domestic air freight forwarder in addition if Air Express authority is granted to one or more air freight forwarders.

Respectfully submitted,

Arthur M. Wisehart
Vice President & General Counsel
REA Express, Inc.
219 East 42nd Street
New York, New York 10017

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*Because an investigation of this matter has been instituted, we assume that all data and any other requirements will be supplied during the course of the investigation and need not be further submitted with this application.

Exhibit I
Order 71-2-68

UNITED STATES OF AMERICA
CIVIL AERONAUTICS BOARD
WASHINGTON, D. C.

Adopted by the Civil Aeronautics Board
at its office in Washington, D.C.
on the 12th day of February, 1971

PETITION AND COMPLAINT OF REA EXPRESS, INC.	Docket 22096
Revisions in air express rates and charges proposed by RAILWAY EXPRESS AGENCY, INCORPORATED AND PARTICIPATING AIR CARRIERS	Docket 22387

ORDER

By Orders 70-7-109 and 70-7-110, dated July 23, 1970 and Order 70-8-48, dated August 13, 1970, the Board, inter alia dismissed the Petition and Complaint of REA Express, Inc. in Docket 22096 and denied it reconsideration of such action. The investigations in Dockets 22387 and 22388 (Express Service Investigation) encompass in broader scope the matters raised by REA in its "Petition and Complaint" in Docket 22096. In our view the thrust of that "Petition and Complaint" is for broad reform and long-range relief relating to the existing air express agreement. That reform and relief are clearly the subject of the wide ranging investigations in Dockets 22387 and 22388, and do not require separate consideration solely on REA's terms.

REA has petitioned the United States Court of Appeals for the Second Circuit for review of the aforementioned Board Orders. In the brief filed by REA with the Court, however, a new issue has been raised by REA which had not previously been presented to or considered by the Board. REA asserts that under Section 1002(h) of the Act (49 U.S.C. 1482(h)) the legal effect of dismissing its "Petition and Complaint" and instituting the investigation was to make July 23, 1970, when the investigation was instituted, the earliest date on which a new retroactive division of fares could be made effective, instead of April 9, 1970, when REA's "Petition and Complaint" was filed.

In the present context it is not necessary for the Board to consider whether the dismissal of the "Petition and Complaint" would, as a matter of law, foreclose the possibility of retroactive relief from the date of filing. The "Petition and Complaint" was dismissed because the matters raised were covered by the investigations we ordered. The

Board had no intention of prejudicing REA's position regarding retroactive relief. Had such issue been previously presented to the Board, we would have taken our present action at that time.

For these reasons, without prejudging the issues presently under consideration in the rate investigation, we think it appropriate to reinstate the "Petition and Complaint" of REA in Docket 22096 for the limited purpose of preserving the Board's legal option to grant relief retroative to the filing date thereof, April 9, 1970. In addition, we shall consolidate this limited reinstatement with the investigation in Docket 22387. We take no position here on the need for such relief or on the Board's power to grant such relief in the case as presently constituted. It is our intention only to preserve such legal option should we decide to exercise such under proper circumstances.

The present action of the Board will modify an order presently before the United States Court of Appeals for the Second Circuit on petition for review. We shall, therefore, condition the present action to make it subject to any necessary permission of the Court.

Accordingly, pursuant to the provisions of the Federal Aviation Act of 1958, and particularly Sections 204, 1001, 1002 and 1005 thereof,

IT IS ORDERED THAT:

1. The Petition and Complaint of REA Express, Inc., in Docket 22096 be and hereby is reinstated solely for the purpose of preserving the date of filing subject to such approval as may be deemed necessary by the United States Court of Appeals for the Second Circuit;

2. Such limited reinstatement of the Petition and Complaint be and hereby is consolidated into the investigation in Docket 22387; and

3. For all other purposes, the Petition and Complaint of REA remains finally denied.

By the Civil Aeronautics Board:

HARRY J. ZINK

Secretary

(SEAL)

Exhibit J

CIVIL AERONAUTICS BOARD
WASHINGTON, D.C. 20428

IN REPLY REFER TO: B-38

Honorable A. Daniel Fusaro
Clerk, United States Court of Appeals
for the Second Circuit
United States Courthouse
Foley Square
New York, New York 10007

Dear Mr. Fusaro:

Re: REA Express, Inc. v. Civil Aeronautics Board,
C.A. 2, No. 35,474

This is in response to your recent letter enclosing for our completion a time request form to enable you to calendar the above-captioned case for oral argument.

The Board has this day filed a Motion to Dismiss the Petition for Review as moot, together with a Motion to Postpone the date of filing of the brief for respondent until 30 days subsequent to the Court's action on the Motion to Dismiss. Should the Motion to Dismiss be granted, the need for further briefing and other procedural steps, including oral argument, will be unnecessary. Should the Court deny the Motion to Dismiss, we would expect to file our brief within thirty days from the date of the denial, and we will then forward to your attention the time request form received with your letter.

Sincerely,

Warren L. Sharfman
Associate General Counsel
Litigation and Research

cc: Arthur M. Wisehart, Esq.
Russell S. Bernhard, Esq.
Louis P. Haffer, Esq.

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	NOTICE OF MOTION No. 35,474

SIRS:

PLEASE TAKE NOTICE that the undersigned will move this Court at a motion day thereof to be held at the United States Courthouse, Foley Square, New York, New York, on March 1, 1971, at 10:30 in the forenoon of that day or as soon thereafter as counsel can be heard, on the

annexed papers and all prior proceedings herein, for an order dismissing the petition for review.

/s/
R. Tenney Johnson
General Counsel
Civil Aeronautics Board

Dated: Washington, D.C.
February 16, 1971

To: Arthur M. Wisehart, Esq.
219 East 42nd Street
New York, New York 10017

Russell S. Bernhard, Esq.
MacLeay, Lynch, Bernhard
& Gregg
1625 K Street, N.W.
Washington, D.C. 20006

Louis P. Haffer, Esq.
1730 Rhode Island Avenue, N.W.
Washington, D.C. 20036

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	No. 35,474

MOTION OF THE CIVIL AERONAUTICS BOARD
TO DISMISS REA'S PETITION FOR REVIEW

The Civil Aeronautics Board, respondent herein, respectfully moves the Court to dismiss the petition for review filed by REA Express, Inc. (REA) on the ground that the only mature matter presented therein is moot by virtue of the issuance by the Board of Order 71-2-68 on February 12, 1971, reinstating for limited purposes the "Petition and Complaint" of REA. In support thereof, respondent respectfully shows the following:

1. REA's petition in this case seeks review of: Board Order 70-7-109 (J.A. 115), which instituted an investigation of rates for air express service; Board Order 70-7-110 (J.A. 126), which instituted a service investigation and also dismissed a "Petition and Complaint" which REA had filed on April 9, 1970 (J.A. 1); and Board Order 70-8-48, which denied REA's petition for reconsideration of the earlier orders (J.A. 186).

2. Air express service is a monopoly which has been performed for many years as a joint venture between REA and the scheduled air carriers. The operations are conducted pursuant to an Air Express Agreement and contemplate that REA will perform pickup and delivery ground services and certain administrative services while the carriers will provide air transportation. Tariffs prescribing the fares and charges for air express service are filed jointly by REA and the carriers while the divisions of the resultant air express revenues are determined by the contractual arrangement. The impending expiration of the air express agreement in June 1969 prompted the present controversy. The parties to the agreement, REA and the carriers, both were seriously re-evaluating their role in air express service. The carriers desired to retain their position as a joint venturer in the air express business while REA desired to take over the entire business in relation to the public, shipping in bulk at airline tariffs in the same manner as freight forwarders, preferably on a basis made retroactive to the filing of its "Petition and Complaint". Of course, any new agreement finally reached by the parties would still have required Board scrutiny and approval as being in the public interest including an assessment of the competitive effects upon the air freight forwarders, or bulk consolidators. It was the very broad reform and long-range relief sought by REA in its "Petition and Complaint" that was to form the

basis for the two comprehensive investigations presently before the Board. 1/

3. The investigation initiated by Order 70-7-109 was instituted for the purpose of determining whether the rates for air express service filed by REA and the participating carriers are, or will be, unlawful, and if found to be unlawful, to determine and prescribe the lawful rates. The scope of that investigation includes the reasonableness of the divisions of rates and charges between REA and the carriers. Simultaneously with the institution of this investigation, the Board, by Order 70-7-110, instituted a second investigation, termed the Express Service Investigation (J.A. 126). The purpose of the second investigation was to explore the future role of express or priority cargo service in air transportation and was meant to be a broad review of many of the matters alleged by REA in its various pleadings. In denying REA's petition for reconsideration of the two orders instituting these investigations and in refusing to reinstate the Petition and Complaint of April 9, 1970, the Board made it clear that it took this action because the investigations encompass in broader scope the matters raised by REA in its "Petition and Complaint" (J.A. 194).

4. By its action in this Court REA has challenged the lawfulness of the Board's dismissal of its "Petition and Complaint" before the Board.

1/ This very brief and simple analysis of air express service is included herein to suggest to the Court the myriad problems presently before the Board in the two investigations. These problems are not involved in the present proceeding before the Court. See note 3 infra.

Pursuant to Rule 30(b) of the Federal Rules of Appellate Procedure, REA certified the issue in this case to be as follows:

> "Was it reversible error for the Civil Aeronautics Board to dismiss the Petition and Complaint of REA Express, Inc., in Docket 22096?" (REA letter of November 30, 1970.)

5. REA filed its brief in this Court on January 20, 1971. From that brief it now becomes clear for the first time that the gravamen of its petition is a contention that should the Board ultimately direct an adjustment of divisions of joint rates, pursuant to Section 1002(h) of the Federal Aviation Act of 1958 (49 U.S.C. 1482(h)), it will be unable to make such an adjustment retroactive to the date of REA's dismissed complaint. Since Section 1002(h) provides that the Board's power to require the adjustment of divisions cannot antedate "the date of filing the complaint or entry of order of investigation . . .", REA stresses that the practical effect of the Board's dismissal of its "Petition and Complaint" and the subsequent institution of the investigations is to deprive it of an opportunity for an adjustment of the divisions for this interim period between the filing of the complaint (April 9, 1970) and the date of the institution of the investigations (July 23, 1970)(Pet. Br., 13, 15).

6. Now that REA has articulated its true grievance, the Board has taken steps to afford the relief requested without the necessity of further litigation. By Order 71-2-68, dated February 12, 1971 (annexed hereto as Appendix A), the Board has reinstated the "Petition and Complaint" of REA for the sole purpose of preserving for Board determination the possibility

of a retroactive readjustment of the fare divisions from April 9, 1970. Revival of the dismissed complaint allows the Board to provide REA a retroactive readjustment of joint fare divisions back to April 9, 1970, the date of the filing of the REA "Petition and Complaint," should the Board otherwise determine in the pending investigation (1) that it has the power to determine the divisions between REA and the carriers, (2) that it has the power to compel a retroactive readjustment of such divisions, and (3) that such action would be "just, reasonable, and equitable" (Section 1002(h) of the Act (49 U.S.C. 1482(h)). Thus, insofar as the dismissal of REA's "Petition and Complaint" alone would have prevented the Board from giving relief to REA back to April 9, 1970, the Board has remedied the situation by the issuance of Order 71-2-68.[2/] Of course, any determination made by the Board to grant or withhold such relief in the pending investigations will be subject to judicial scrutiny under Section 1006 of the Act (49 U.S.C. 1486).

7. Since the Board has given REA the relief it is seeking from the Court, no purpose is served by further consideration of its petition for review.[3/] The petition for review is moot. The necessity for further

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2/ The Board stated in the order of reinstatement that it was not necessary to consider whether the dismissal of the "Petition and Complaint" would, as a matter of law, foreclose the possibility of retroactive relief from the date of filing (Appendix A, p. 1).

3/ REA's contention (Pet. Br., 16-18) concerning the supposed inadequacy of the Board's investigation of air express rates amounts to no more than a repetition of its argument that it is unable to get relief

(footnote continued)

proceedings has passed and the petition for review should be dismissed. 4/

---

retroactive to the date of its complaint (See Pet. Br. 18-20). As we have pointed out above, the Board's latest order reinstates REA's complaint and makes it eligible for a retroactive readjustment of joint fare divisions to April 9, 1970. REA's claim that it was coerced into the present air express agreement (Pet. Br., 12) is also subject to full examination in the Board's rate investigation as is the alleged illegality of the Board's use of its suspension power (Pet. Br. 14-16). Significant preliminary steps prior to hearing have already been completed in both investigations. Prehearing conferences have been held and procedural dates for responding to information requests, exchanging exhibits and written testimony, and for hearings have been scheduled. The hearing in the rate investigation will be held on March 23, 1971 and in the service investigation on July 6, 1971. When the Board takes final action on the basis of its investigation, that action will naturally be reviewable. But it is equally clear that until the Board has the opportunity to investigate these issues and makes determinations concerning them they are not properly before this Court for review. Myers v. Bethlehem Shipbuilding Corp., 303 U.S. 41 (1938); Toilet Goods Association v. Gardner, 387 U.S. 158 (1967).

4/ We believe that the pendency of a petition for review does not preclude the Board from taking this further action with respect to the matter under review to grant petitioner the relief requested. See, e.g., American Farm Lines v. Black Ball Freight Service, 397 U.S. 532 (1970); Northeast Airlines v. C.A.B., 345 F.2d 488 (C.A. 1, 1965); Anchor Line Limited v. F.M.C., 299 F.2d 124 (C.A.D.C. 1962); Frontier Airlines, Inc. v. C.A.B., 259 F.2d 808 (C.A.D.C. 1958). In various unreported decisions, review proceedings also have been dismissed at the Board's request after the Board had vacated the orders which had been challenged. E.g. AMTICO Airlines v. C.A.B., C.A.D.C. No. 18,055 (dismissed by order of December 17, 1963); City of Marion, Indiana v. C.A.B., C.A. 7, No. 15,746 (dismissed by order of December 6, 1966).

We note, however, that the Board issued its order subject to any permission which this Court may think necessary (See Appendix A, p. 2).

WHEREFORE respondent respectfully requests the Court to dismiss the petition for review without costs to either party.

Respectfully submitted,

/s/
R. Tenney Johnson
General Counsel
Civil Aeronautics Board

/s/
Gregory B. Hovendon
Attorney
Department of Justice

Dated: SEP 16 1971

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	No. 35,474

CERTIFICATE OF SERVICE

I hereby certify that I have, this day, served by mail, a Notice and Motion of the Civil Aeronautics Board to Dismiss REA's Petition for Review on the following:

Arthur M. Wischart, Esq.
219 East 42nd Street
New York, New York 10017

Russell S. Bernhard, Esq.
MacLeay, Lynch, Bernhard & Gregg
1625 K Street, N.W.
Washington, D.C. 20006

Louis P. Haffer, Esq.
1730 Rhode Island Avenue, N.W.
Washington, D.C. 20036

/s/
Warren L. Sharfman
Associate General Counsel
Litigation and Research

Dated: FEB 13 1971

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	NOTICE OF MOTION No. 35,474

SIRS:

PLEASE TAKE NOTICE that the undersigned will move this Court at a motion day thereof to be held at the United States Courthouse, Foley Square, New York, New York, on March 1, 1971, at 10:30 in the forenoon of that day or as soon thereafter as counsel can be heard, on the

annexed papers and all prior proceedings herein, for an order postponing the date of filing of the brief of respondent and the brief of intervenors.

/s/
R. Tenney Johnson
General Counsel
Civil Aeronautics Board

Dated: Washington, D.C.
February 16, 1971

To: Arthur M. Wisehart, Esq.
219 East 42nd Street
New York, New York 10017

Russell S. Bernhard, Esq.
MacLeay, Lynch, Bernhard
& Gregg
1625 K Street, N.W.
Washington, D.C. 20006

Louis P. Haffer, Esq.
1730 Rhode Island Avenue, N.W.
Washington, D.C. 20036

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	No. 35,474

CERTIFICATE OF SERVICE

I hereby certify that I have, this day, served by mail, a Notice and Motion of the Civil Aeronautics Board to Postpone the Date of Filing the Brief of Respondent and Intervenors on the following:

Arthur M. Wisehart, Esq.
219 East 42nd Street
New York, New York 10017

Russell S. Bernhard, Esq.
MacLeay, Lynch, Bernhard & Gregg
1625 K Street, N.W.
Washington, D.C. 20006

Louis P. Haffer, Esq.
1730 Rhode Island Avenue, N.W.
Washington, D.C. 20036

/s/

Warren L. Sharfman
Associate General Counsel
Litigation and Research

Dated: FEB 10 1971

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REA EXPRESS, INC., Petitioner, v. CIVIL AERONAUTICS BOARD, Respondent, AIRLINES PARTICIPATING IN AIR EXPRESS SERVICE, and AIR FREIGHT FORWARDING ASSOCIATION, Intervenors.	No. 35,474

MOTION OF THE CIVIL AERONAUTICS BOARD
TO POSTPONE THE DATE OF FILING THE
BRIEF OF RESPONDENT AND INTERVENORS

The Civil Aeronautics Board, respondent herein, respectfully moves the Court to postpone the date of filing of the brief of respondent and intervenors pending disposition of the Motion to Dismiss REA's Petition for Review filed concurrently herewith. Should the Motion to Dismiss be granted, the need for further briefing and other procedural steps, including oral argument, will be unnecessary.

Therefore, respondent respectfully requests the Court to postpone the date of filing of the brief of respondent and intervenors to a date 30 days subsequent to the Court's action on the Motion to Dismiss and to adjust other procedural dates accordingly.

Respectfully submitted

/s/
R. Tenney Johnson
General Counsel
Civil Aeronautics Board

/s/
Howard E. Shapiro
Attorney
Department of Justice

Dated: [illegible]

UNITED STATES COURT OF APPEALS

Second Circuit

Exhibit K

At a Stated Term of the United States Court of Appeals, in and for the Second Circuit, held at the United States Court House, in the City of New York, on the fifteenth day of March, one thousand nine hundred and seventy-one.

[illegible] Express, Inc.,

Petitioner,

v.

Civil Aeronautics Board,

Respondent,

[illegible] Forwarders Association, [illegible] Airlines,

Intervenors.

It is hereby ordered that the motion made herein by counsel for the respondent, Civil Aeronautics Board, to dismiss the petition for review of an [illegible] filed herein by petitioner or respondent

by notice of motion dated

be and it hereby is granted without [illegible].

It [illegible]

A. DANIEL FUSARO
Clerk

* * * * *

BEFORE : ~~HON. LEONARD P. MOORE~~

~~HON. J. JOSEPH SMITH~~
Circuit Judges

HON. WILLIAM H. TIMBERS
District Judge

GPO 964-713

ONLY COPY AVAILABLE

Exhibit L

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, AMERICAN PET PRODUCTS MANUFACTURING ASSOCIATION, FLORIDA TROPICAL FISH INDUSTRIES, INC., HARTZ MOUNTAIN PRODUCTS CORP., KANSAS PUREBRED DOG BREEDERS ASSOCIATION, NATIONAL RETAIL PET SUPPLY ASSOCIATION, PET NEEDS, INC., TEXAS BIRD BREEDERS ASSOCIATION, UNITED PET DEALERS ASSOCIATION, NATIONAL, UNITED PET DEALERS ASSOCIATION, MID-WEST, UNITED PET DEALERS ASSOCIATION, LONG ISLAND, UNITED PET DEALERS ASSOCIATION, BROOKLYN, UNITED PET DEALERS ASSOCIATION, QUEENS, AND WESTERN WHOLESALE PET SUPPLY ASSOCIATION,

Plaintiffs,

-vs-

REA EXPRESS, INC., AIR CANADA AIRLIFT INTERNATIONAL, INC. AIR WEST, INC., ALASKA AIRLINES, INC., ALLEGHENY AIRLINES, INC. AMERICAN AIRLINES, INC., ASPEN AIRWAYS BRANIFF AIRWAYS, INC., CARIBBEAN-ATLANTIC AIRLINES, INC., COMPAGNIE NATIONALE AIR FRANCE, CONTINENTAL AIR LINES, INC., DELTA AIR LINES, INC., EASTERN AIR LINES, INC., THE FLYING TIGER LINE, INC., FRONTIER AIRLINES, LOS ANGELES AIRWAYS, INC., OZARK AIRLINES, INC., NATIONAL AIRLINES, INC., NEW YORK AIRWAYS, INC. NORTH CENTRAL AIRLINES, INC., NORTHEAST AIRLINES, INC., NORTHWEST AIRLINES, INC., OZARK AIR LINES, INC., PAN AMERICAN WORLD AIRWAYS, INC., PIEDMONT AVIATION, INC., SAN FRANCISCO AND OAKLAND HELICOPTER AIRLINES, INC., SEABOARD WORLD AIRLINES, INC., SOUTHERN AIRWAYS, INC., TEXAS INTERNATIONAL AIRLINES, INC., TRANS CARIBBEAN AIRWAYS, TRANS WORLD AIRLINES, INC., UNITED AIRLINES, INC., WESTERN AIRLINES, INC.,

Defendants.

FILED

JUL 31 1970

ROBERT M. STEARNS, Clerk

Civil Action

No. 2289-70

TEMPORARY RESTRAINING ORDER

Plaintiff's motion for a temporary restraining order having come on for hearing this day, and the Court being

fully advised; and it appearing that plaintiffs have moved for a preliminary injunction herein; and it further appearing that unless defendants are restrained as herein provided pending disposition of such motion, plaintiffs will suffer immediate and irreparable injury in the form of financial disaster;

IT IS ORDERED that the defendants and each of them be, and they hereby are restrained, until final disposition of plaintiffs' motion for a preliminary injunction herein, from putting into effect an embargo effective 12:01 a.m. local time, August 1, 1970, for an indefinite period, on all shipments of Air Express covered by Official Air Express Tariff No. 1, C.A.B. No. 1, CPC(a) No. 1 moving on all aircraft and routes of all airlines herein designated as defendants.

Security-Counsel's check $100.00.

Wm. B. Jones
UNITED STATES DISTRICT JUDGE

Dated:
8:05 AM
July 31, 1970

Cash Undertaking of Pltfs for $100.00
Approved and filed July 31, 1970
By Walter C. Hoey Deputy Clerk

A True Copy
Robert M. Sterns, Clerk
By Jerome C. Loftus
Deputy Clerk

Exhibit M

AFFIDAVIT

TO WHOM IT MAY CONCERN:

I, Marie Dutton, residing at 2414 South 27th Street, Abilene, Texas, state the following as true and correct:

I have been breeding and collecting parokeets, cocateels and finches for twenty-one years.

My husband and I raised three children, and I am proud to have a son who finished Texas Tech College which the birds partly helped to make it possible. My husband was sick with a heart attack for three years before his death, and the birds then made it possible to meet our financial needs. The income from this occupation now enables me, a widow, to support myself.

I am now using Air Express to ship the birds. I have tried Railway Express, and Morgan Truck Lines to Dallas Airport, where they were supposed to be sent on by Air Express and this means has been unsatisfactory for live cargo.

As an alternate means of shipping by air, on August 4, 1970, I called Texas International Air Freight at Abilene Airport, and requested that they pick up a shipment that I had ready. This call was made at 3:10 P.M. I talked with Mr. Lawry, and he said he could not pick them up today and could not give a definite assurance that they could be handled tomorrow.

I can state that the only service that I can use that would have the birds delivered to the buyer, in proper condition, is Air Express. If there is a discontinuation of AIR EXPRESS SERVICE, my livelihood would be immeasurably stopped, causing a severe hardship on me and the loss of another taxpayer to the State of Texas.

Marie Dutton

Subscribed and sworn to by Marie Dutton, this the 5th day of August, 1970.

Annie Gregg

Annie Gregg, Notary Public in and for Taylor County, Texas.

Clyde. Texas.

August, 4 1970

Mr. John Wilson,

% Golland K Harasch and Barcon,

1054,31st.,N.W.

Washington,D. C.

Kind sir:

We are writing inregards to Air express and the shipment of birds to the Eastern markets. When our buyer went to the air port in Abilene, Texas yesterday, to ship the birds bought during the day, she was not treared very nice. She was told that they were only taking them because there was a court order forcing them to take the shipment.She was asked "what are you going to do when we stop taking them?"

We have a very good reason to get up set over this situation. Let the air express stop and we may not have a market for the hundreds of young parrakeets sold to the buyer in Abilene. If this happens we will havw to go on welfare. We do not want to do this. We are old people,65and 69 years old. My husband can not get employment due tomhis age, The sale of Parrakeets help us to live on the 122.00 we recieve per month for social security .

We have around 450 adult birds. We sell young birds every two weeks to the buyer in Abilene. We are not the only old people that supplement the income from raising birds. Please do what you can to help keep the Air express goig thru the country. Why do we favor Air express? It is the only means we have of getting the birds to the East or West. We have no trains that haul express.

Sincerely

Ferd Kruegak

2cc one sent to Omar Burleson.

STATE OF TEXAS

COUNTY OF CALLAHAN

On the 5th day of August 1970, before me personally came Frank Konczak, to me known to be the individual described in ~~and who executed the assignment~~ on the reverse side hereof and acknowledged to me.

Notary Public

My commission expires on June 1, 1971.

507 W. 17th St
Cisco Tex 76437
Aug 4. 1970

John W. Wilson
C/o Galland K Habasch Calkins & Bruce
1054 31st St. N.W.
Washington D.C.

Dear Sir:

Because we are elderly and Poor that we are trying to supliment our income by breeding Birds:
we have been in the bird business four (4) years, we have achived a measure of success by breeding birds because we could get them to thier Place of distribution by Air Express with minimum loss. we sell to our shipper every two week — "Please don't take our lively hood away by discontinuing Air Express!" Thank you!

Your Truely,
Mrs Martha Mcad

Subscribed and Sworn To before me
W K Lewis 8-5-70
Justice of the Peace Precinct

Clyde, Texas 79510

Route 1, Box 164

August 4, 1970

Mr. John Wilson

% Galland K. Karasch and Barcon

1054 - 31 Stret N.W.

Washington, D.C. 205

The Air Express isnit going to ship our birds
shipping birds out of state now by air Express
is the best and postest way to get our birds
to market as they are shipped to New York.
Breeding paraketts is the way that I
pay my bills and eat. I am a widow Lady
over for almost 9 years. no one will hire a person
unless they are educate and experience. as you
can see it would be my Lord for me to get
a job. I had been breeding paraketts for 19 years
we sell parakets every 2 weeks.
Thanking you so very much.
Sincerely yours.

Mrs. M. K. Holmes

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of August, 1970

Fred Noble

Fred Noble. A Notary Public in and for

TO WHOM IT MAY CONCERN:

I, Keith Barnett of Mesquite, Texas, do swear the following statement is true: I have been buying Parakeets and many other types of cage birds for 21 years, using 2414 S. 27th Street, Abilene, Texas, as my headquarters; and buying there for fifteen years. I have bought birds all over Texas, Oklahoma and Louisiana, and have shipped Air Freight, Morgan Express, Railroad Express, Slick Airway, and every alternative I could find, but the only one that was successful was by R.E.A.Express.

If it is discontinued, it will be Good-by Pet Business as most of the people raising birds to sell are elderly people making a living and paying taxes. But if we, as wholesale buyers, have no way to ship they will become dependent on the State and some would even be forced to go on Welfare as they are over 60 but not 65 it would be impossible for them to find work. Discontinuing R.E.A. would put hundreds out of jobs and scrap our business.

There is a way you can help us, and we would certainly appreciate it.

Thank you,

Keith Barnett

Subscribed and sworn to before me, this the 5th day of August, 1970.

Annie Gregg

Annie Gregg, Notary Public in and for
Taylor County, Texas.

AFFIDAVIT

TO WHOM IT MAY CONCERN:

I Kay L. Scott residing at Route 2, Box 172, Waurika, Oklahoma, have just been informed the United States District Court, District of Columbia had on July 31, 1970 issued in Civil Action No. 2289-70 issued a temporary restraining order restraining the defendents from establishing a harmful and horrendous catastrophic death blow to my only means of livelihood as a handicapped individual.

When I was thirty-three years old I was severly injured in an accident causing the partial disuse of my right arm, also the lors of my left eye. Because of my handicap I was unable to find normal gainful employment. Rather than become a ward of the state I found that a living could be made, handicapped as I was, by raising parakeets for sell for commercial distributors, who distribute only by Air Express.

The concept of a petty dispute by parties to a commercial contract destroying my livelihood by Alegating their basic responsibility as a common carrier. I consider this detrimental action by these contractual parties an infringement upon my rights as a gainful self-employed tax paying citizen.

For the past thirty years I have been raising and shipping birds, not at the beginning successfully, because

of the long periods of time in transit incurred spasmodic losses.

But with the establishment of priority afforded to Air Express by their partner airlines, our consumer market expanded geographically and our efforts in raising birds permitted me to educate my three sons.

My son Jack has a Bachelor of Science Degree in Business and is now an executive with Southwestern Bell Telephone Company.

My son Gary has a Bachelor of Science Degree in Business from Oklahoma State University and is now, because of my failing eyesight becoming the hand on the helm of the business that made this possible.

My son Phillip has a Bachelors Degree in Business, a Masters Degree in Business and a Doctors Degree in Law and is now patriotically paying his obligation to this wonderful Country of ours serving as an officer in the Armed Forces in Vietnam.

I feel that the bird raising business enabled me to raise my sons in the proud heritage practiced by the Forefathers of our Country.

If the services offered by Air Express is to vanish from our transportation community I will have no alternate means of earning a living with dignity.

It has been my concept that the Civil Aeronautics Board was created by the Congress of the United States of America to advance air transportation in the public

interest. I, an American Citizen, am also a member of the public and this willful disregard of my interest cannot be considered either lawful or the basic intent of Congress.

It has been my function to contact hundreds of bird breeders in the states of Oklahoma and Texas and I can cite page after page of stories of individuals who have retained their self-sufficiency rather than to add to our mounting welfare problems.

A specific case is an eighty-two year old woman eeking out a meager living on a minimum Social Security widows benefit now lives a productive life being able to participate in community affairs and not a burden on relatives.

I would gladly welcome the opportunity to be able to personally explain the hardships that will be inflicted upon my friends and fellow bird breeders.

The role Air Express has played in making so many people self-sufficient must be commended and every effort must be made to contain a continuance of this only method of a nationwide door to door distribution for our live birds.

Ray L Scott

Notary - Virginia Hatcher

Com. expires - Jan. 12-72

Aug 9, 1970

We (P.C. and Mac Blair) declare that the production and sale of parakeets is our livelihood. In order to sell them we must have use of air express transportation. Air express is necessary so that the birds may arrive in saleable conditions and also for humane reasons. Therefore we ask you to help us by preventing the embargo on live animals by the express company. The sale of parakeets is our way of being productive tax paying citizens.

P.C. is not a young man and would be considered unskilled labor although he is skilled in raising parakeets. At present it is very unlikely that unskilled labor could secure a job.

We have used air express for shipping our birds to market for the last five years. We have not been in the "bird" business very long. It would be disastrous to us if we can not market our birds.

The sale of parakeets is our hope for a sufficient income during later years as well as now.

Please consider these needs for the continued use of air express, for without air transportation we can not operate.

Mac Blair
P C Blair

Notary public.
Notary - Virginia Hatcher
Com. expires Jan 12 - 72

Aug. 5, 1970

To whom it may concern.

If air express service is discontinued it will cause a hardship on my husband and I in two ways. We raise dogs to help our income and raise bids tes. My husband is almost totally blind and this kind of work is all he can do.

Very sincerely

Mrs. Joad Stanley

Notary - Virginia Hatcher

Com. expires - Jan 12, 1972

August 5, 1970

To whom it may concern:

It is my understanding that regulations are being invoked to prevent the shipment of birds by REA, Air Express. In behalf of the Waurika Chamber of Commerce, I would like to protest this movement as the bird business represents an industry built by the people which will amount to eight thousand dollars per week going into our economy.

As President of the Chamber of Commerce, I feel these regulations should be reversed in that it will ruin the industry built by the people of Waurika.

Very truly yours,

Dr. Richard Chiles

Dr. Richard Chiles
President of Chamber of Commerce
Waurika, OKlahoma

Subscribed and sworn to before me this 5th day of August, 1970.

Mary L. Snider

Mary L. Snider, Notary Public

My Commission expires 8/4/1974

Affidavit

To whom it may concern:

It is very important that Air Express service continue to ship parakeets.

Parakeets are most important to the economy of Wauika, Okla. Wauika, Okla has been designated by the Oklahoma Legislator as the Parakeet Capital of the world. There are approximately 240 bird raisers in and around this area and to discontinue air express service would be a terrible blow to these people who depend upon this income. So many elderly people are independent financially because of this income and many will be dependent on welfare if this air express service is discontinued.

We have been in the bird business about 10 months and are just now begining to receive a small return on our investment. Our daughter is in

college children are depending on this income to help with her finances.

Our son is returning from Thailand and we are planning to help him financially with the money we receive from the sales of these parakeets.

We feel that to discontinue this air express service will definitely present a hardship to our family.

Elizabeth Klopfenstein

Herbert Klopfenstein
Box 154
Wanuka, Okla

Subscribed and sworn to before me on this the 5th day of August 1970

Notary Public

My commission expires Oct. 10, 1971

Affidavit

To Whom it may Concern:

I, Clyde Bilbrey, raise Parakeets for a living. This is my only source of income. My wife and I have two children in school.

We have been in business nine years and all we have is invested in this enterprise.

Air Express Service is the only way we can get our birds to market. Loss of this service will ruin us since we depend on it to pay our debts as well as our living.

Notary - Virginia Hatcher Thank you

Memphis - Jan 12-1972 Clyde Bilbrey

Rt #2, Kincaid, Okla.

Affidavit

To whom it May Concern
I have raised Gaskets for 26 years
it is my family main income we
depend on it for a living we
all helping our son & two little
grand daughters in school my wife
& I all 62 years old & can't get
work at our age.
We ship our birds by air express
every week. without out the
income from our gaskets we
just Can't make it

Thank you

Lewis Hooper
R.T. 2 Box 80
Hastings
Okla -

Notary - Virginia Hatcher
com. expires - Jan 12, 1972

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al., Defendants.	)	No. 2289-70

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Charles T. Coy, being duly sworn upon his oath according to law deposes and says:

I am general traffic manager, Eli Lilly and Company, Indianapolis, Indiana. I am submitting this statement in connection with a proceeding pending before the U. S. District Courts relative to an embargo of air express service. Our information is that the embargo is under court restraint, and unless it is continued in force, air express service will cease. Our concern with the cessation of air express service is such as to impell us to urge the court to continue the restraint for the following reasons:

The primary business of Eli Lilly and Company is the production and worldwide distribution of life giving drugs and medicines. In this distribution air express has been an important mode, in many instances being the fastest method available. To deprive us of this service could be the difference between life or death to an ill person in need of our products.

Our company ships smallpox vaccine, refrigerated with dry ice, via air express to assure that it will arrive in frozen condition. Other critical refrigerated vaccines and biological items are shipped via air express to effect quick delivery and avoid potency loss.

In our extensive research to find new products to improve the health of the nation, we use large numbers of small animals. Air express is used exclusively and is the best and

often the only method of rapid transportation of small animals such as rats, mice, etc.

We feel that air express is indispensable to the shipping public requiring expedited transportation. It has a priority in movement, a wider area of service than any other means, and shipments need not be held for consolidation to obtain lower rates.

For the above stated reasons, we respectively urge that the restraint of this embargo be continued.

Charles T. Coy

Charles T. Coy
General Traffic Manager
Eli Lilly and Compnay

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Sworn to before me and subscribed in my presence this 6th day of August, 1970.

My commission expires
January 23, 1971

Dorothy A. Cleveland
Notary Public

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al,	)	No. 2289-70
Defendants.	)	

LEDERLE LABORATORIES

A Division of AMERICAN CYANAMID COMPANY
PEARL RIVER, NEW YORK 10965
AREA CODE 914 735-5000

STATE OF NEW YORK)
)SS:
COUNTY OF ROCKLAND)

Leo C. Herzog, being duly sworn, upon his oath according to law, deposes and says:

1. I am Division Purchasing Agent of American Cyanamid Company, Lederle Laboratories Division, and am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embargo on Air Express service. We are heavily dependent on Air Express service and our information is that unless the restraining order heretofore granted by this court is continued in force such service will cease, with the result that our ability to satisfactorily market and distribute certain of our products will be severely curtailed.

2. Lederle Laboratories is a Division of American Cyanamid Company located at Pearl River, New York, with thirteen distribution centers throughout the United States. We are manufacturers of biologicals, pharmaceuticals, antibiotics and clinical laboratory aids. Frequently, it is necessary to distribute these products via Air Express, particularly in the instances of medical emergencies.

   Because of the nature of these products and in many instances the urgent and immediate need, it is imperative that they be dispatched promptly and arrive at destination as soon as possible. We have found that the Air Express service best fulfills these requirements. For these reasons we rely on the daily service rendered by REA in the performance of Air Express operations.

CYANAMID

It is important that the Air Express service be continued so that it can be utilized in answering the immediate needs of the national health and welfare. It is essential to Lederle Laboratories that Air Express service continue to be rendered.

Leo C. Herzog

Leo C. Herzog

Division Purchasing Agent

Subscribed and sworn to before
me this 6th day of August 1970.

Anthony C. Stefan

Notary Public

ANTHONY C. STEFAN
Notary Public, State of New York
Residing in Rockland County
Commission Expires March 30, 1971

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al.,	)	
Plaintiffs,	)	
v.	)	Civil Action
	)	
REA EXPRESS, INC., et al.,	)	No. 2289-70
Defendants.	)	

State of Illinois)
Cook County)ss.:

B. T. Root being duly sworn, upon his oath, according to law, deposes and says:

1. That I am Bob Root of Interstate Blood Bank, Incorporated, 2543 West North Avenue, Chicago, Illinois, United States Government License number 305.

2. That I am authorized to act on behalf of Interstate Blood Bank, Incorporated, with respect to the transportation of blood shipments in interstate commerce.

3. That I am familiar with all the facts and circumstances involved in this action.

4. For the past 11 years Interstate Blood Bank, Incorporated of Chicago has been shipping blood to surrounding states as well as all over the continental United States by Air Express. Those shipments are all of a life saving nature, some of which are on an emergency basis. It is often necessary that blood be delivered within an 8 hour period to a hospital for an emergency surgery in which the patient is waiting for the blood to arrive. REA in the past has handled this type of shipment from our door to hospital destinations on an emergency basis. They have also handled routine shipments of blood as far away as west coast cities with the blood leaving our blood bank in the evening and being delivered to a hospital in Los Angeles or San Francisco the next morning. When blood is shipped temperature must be maintained below 10°C. and this does not allow for delays. REA has always seen that blood shipments get priorty handling and has been most helpful with any problems which may come up.

B. T. Root

Subscribed and sworn to me this 6th day of August 1970.

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 14, 1973

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al., Defendants.	)	No. 2289-70

State of New Jersey

County of Morris

S/S:

Carle P. Leslie, being duly sworn upon his oath according to law, deposes and says: I, Traffic Supervisor of Warner-Chilcott Laboratories, Division of Warner-Lambert Pharmaceutical Company, am authorized to file this affidavit in the United States District Court in the District of Columbia in the above captioned action regarding an embargo of Air Express service.

Air Express service is uniquely important in the transportation of our ethical diagnostic products, and our information is that unless the restraining order heretofore entered by this Court is continued in force, such service will cease; another result is that our ability to distribute certain of our products will be severly curtailed.

Several of our products are sensitive to extended time in-transit off refrigeration. Air Express has a long history of next day delivery, particularly to minor airport areas on a national basis. Many of their offices at major airport cities operate on a full-time basis and provide service beyond normal business hours and cope with service requirements not readily available via any other agency.

We extensively use other air freight services for relatively heavy weighted shipments of emergency nature, where their type and scope of operation meets our transportation requirements with economic advantage. We do not believe that other air freight agencies, singly or collectively, are likely to be in a timely position to meet public demand for air distribution of products with emergency transportation characteristics such as many modern drug items.

Occasionally dire humanitarian needs with life saving aspects are involved where a specific drug can only be obtained at one production origin point. Air Express has developed unique air services since Lindberg's pioneering flights, with broad geographical coverage, with priority passenger air flight

availability and surface delivery, seconded only by postal services. Since postal air services are subject to inadequate surface delivery or availability, we believe that the need for Air Express service is critical.

Carle P. Leslie

Carle P. Leslie

Subscribed and sworn to by me this

8 Day of August, 1970.

Rene M. Bobbe

Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 20, 197

My commission expires

Notarial Seal

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,)
v.)
REA EXPRESS, INC., et al.,) Civil Action
Defendants.) No. 2289-70

Commonwealth of Pennsylvania)
) ss.:
Montgomery County)

Leon Wm. Morse being duly sworn, upon his oath, according to law, deposes and says:

1. I am General Traffic Manager of William H. Rorer, Inc., and am authorized to file this Affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to embargo on air express service. We are importantly dependent on air express service and our information is that unless the restraining order heretofore granted by this Court is continued in force such service shall cease with the result that our ability to market and distribute certain of our products will be severely curtailed.

2. We are manufacturers of pharmaceuticals and market our products nationally and internationally. We operate five branch distribution centers in the United States and use five public warehouses, in addition, in the United States. We ship to every community since our sales are direct to hospitals, retail drug stores, wholesale drug companies, dispensing physicians and clinics. Our manufacturing is done at Fort Washington, Pa., a suburb of Philadelphia, Pa., and at San Leandro, Calif., a suburb of Oakland, Calif. It is necessary to move some of our products

via air express upon the call of physicians, surgeons, and our branch management to meet medical needs and to replace stocks.

3. a. Air express has always afforded us prompt pick-up service and an ability to effect delivery at any point from any airport in the United States. This type of service is not available other than via premium cost service with additional charges for pick-up and delivery.

b. Air freight service does not assure dispatch of shipment on arrival at the airport while air express does because of the priority loading provisions in the air express contract.

c. Another reason air express service is indispensible is that traffic handled in this manner never waits for consolidation with other shipments as is true when we use air freight forwarder services because the latter are required to perform a consolidating operation.

4. The air express movements throughout the year have a value of approximately $500,000 and are those that would be needed for the continued well being of patients under medical care.

5. It is for these reasons that we rely on air express for this traffic on an almost daily basis, the service rendered by REA. Our products are well known throughout the nation and include such labels as 'Maalox', 'Camalox', 'Ananase', and 'Quaalude'

For these reasons it is essential to William H. Rorer, Inc. that air express service continue to be rendered.

Leon Wm. Morse

Subscribed and sworn to before me this 5th day of August, 1970.

(Notary Seal)

Notary Public

My commission expires March 5, 1971

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al.,	)	
	)	
Plaintiffs	)	
	)	Civil Action
v.	)	
	)	No. 2289-70
REA EXPRESS, INC., et al.,	)	
	)	
Defendants	)	

STATE OF NEW JERSEY)
) SS.:
COUNTY OF SOMERSET)

Nicholas L. Krochta, being duly sworn, upon his oath, according to law, deposes and says:

1. I am Nicholas L. Krochta, Manager, Traffic Services, of Ortho Pharmaceutical Corp., Inc. with main offices located at Route 202, Raritan, New Jersey 08869.

2. Ortho Pharmaceutical Corp. is engaged in the collection of blood and derivatives of blood and other perishable biological supplies from source areas throughout the United States for the purpose of research other investigative assay, fractionation and additional processing into highly labile factors which have diagnostic, therapeutic and life saving capacities in modern day medicine.

3. We have found, valuable and necessary, the total services provided by Air Express...pick-up, line-haul and delivery services performed under one (1) billing by Air Express is necessary to us.

In contrast, many other air services do not offer single-line total responsibility. For example: local cartage companies have to be contacted for pick-up, delivery or both.

4. Another reason that we consider Air Express' service as indispensable is that traffic handled in this manner does not wait for consolidation with other shipments and moves under a priority loading provision in the Air Express Contract. In many cases we are therefore provided with air service via Air Express ... not otherwise available to us.

5. The continued availability of Air Express service is important to us for the reasons outlined above and in particular we must have expedited service for our inbound shipments of human blood and outbound movement of products of a life or death nature.

For these reasons it is essential to the Ortho Pharmaceutical Corp. that Air Express Service continue to be rendered.

Nicholas L. Krochta

Subscribed and sworn to before me this 6th day of August, 1970.

Notary Public

JO ANN K. KULZER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 7, 1974

My Commission Expires_____

(NOTARIAL SEAL)

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al.,	)	
	)	
Plaintiffs,	)	Civil Action
v.	)	
REA EXPRESS, INC., et al.,	)	No. 2289-70
Defendants.	)	

State of Pennsylvania (
(SS.
County of Philadelphia (

MARION C. DEAN, being duly sworn, upon his oath according to law, disposes and says:

1. I am General Traffic Manager of SMITH KLINE & FRENCH LABORATORIES, and I am authorized to file this affidavit for submission to the U. S. District Court in the District of Columbia in the proceeding and pending relating to an embargo on AIR EXPRESS services. We are medium to heavily dependent upon AIR EXPRESS service and our information is that unless the restraining order heretofore created by the Court is continued enforced such service will cease, with the result that our ability to market and distribute certain of our products will be delayed in delivery.

2. SMITH KLINE & FRENCH LABORATORIES manufactures and sells ethical pharmaceutical products to wholesale distributors and hospitals includling state and federal government. AIR EXPRESS will move rubella vaccine requiring speed for protection of product.

3. Air freight service is not completely adequate for our requirement, due mainly to their sub-contracting their pick-up and delivery service. This contracted service reduces the frequency of pick-up and delivery causing major delays. AIR CARGO, INC. gives service only to large metropolitan cities whereby AIR EXPRESS will provide complete national coverage under one tariff, whereby to use air freight forwarders, many tariffs must be used to determine which air freight forwarder services the city.

4. Air freight service does not assure dispatch of shipment on arrival at the airport while AIR EXPRESS does because of the priority loading provisions written into AIR EXPRESS tariff.

5. Another reason why AIR EXPRESS services is indispensable is that traffic handled in this manner does not require consolidation with other shipments as is true when we use air freight forwarder services because the latter are required to perform a consolidating operation.

6. Air freight forwarders' tariffs proscribe movement of certain commodities which are not prohibited under AIR EXPRESS tariff, such as radioactive materials, isotopes, needed for therapy such as treatment for cancer or for emergency diagnosis of a disease.

7. The importance to SMITH KLINE & FRENCH LABORATORIES of continued availability of AIR EXPRESS service:

(a) Speed of delivery of products to hospitals.

(b) Speed of delivery of important machine parts for repair which could cause delay of operations.

(c) Delivery of other products which is needed in a temporary peak of market demand.

(d) Drugs needed to speed human recovery.

(e) Protection to animal delivery with speed for use in laboratory experimentations (complete overall supervision during transit).

FOR ALL OF THESE REASONS, it is essential to SMITH KLINE & FRENCH LABORATORIES to have continued on a daily service or daily availability of service rendered by REA in the performance of AIR EXPRESS operations.

SMITH KLINE & FRENCH LABORATORIES

Marion C. Dean
General Traffic Manager

Subscribed and sworn to before me
this sixth day of August, 1970.

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al., Defendants.	)	No.2289-70

STATE OF NEW YORK)
COUNTY OF NEW YORK) S.S.:

SPENCER HEINE, being duly sworn, upon his oath according to law, deposes and says:

1) I am New York Traffic Manager of Montgomery Ward & Co., Incorporated and am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embargo on air express service. We are heavily dependent on air express service and our information is that unless the restraining order heretofore granted by this Court is continued in force such service will cease. This would result in a severe curtailment of our ability to distribute certain of our goods.

2) Montgomery Ward is a nation-wide retail and catalog company with approximately 500 retail branches and nation-wide catalog operations. Many of our goods such as replacement parts, catalog orders, and fashion items are distributed by air express. Since Montgomery Ward buys from approximately 8,000 manufacturers and distributes to over 2,000 locations it is natural that many of these locations are in rural off-line points. Air express service is in many cases the only air service that can be utilized.

3) For many reasons other air freight services are not adequate for our purposes. For example:

A) As mentioned in paragraph 2 above, the scope of the Montgomery Ward operation is truly national. Other air services do not offer adequate geographical coverage.

B) Certain of our high-fashion items require immediate dispatch of shipment on arrival at the airport, something we are able to obtain through air express because of priority loading provisions in the air express contract.

4) It is essential to Montgomery Ward that air express service be continued:

A) Without this service many of our air moves could not be made and we would be forced to revert to surface transportation.

B) In many cases without air express service we would not be able to land highly volatile fashions in our stores in time to meet the peak demand by the consumer.

5) For the above reasons we rely greatly on the daily service rendered by REA in the performance of air express operations. It is therefore essential to Montgomery Ward that air express service continue to be rendered.

Spencer Heine

SPENCER HEINE

Subscribed and sworn to
before me this 6th day
of August, 1970.

Ina Falls

INA FALLS
Commissioner of Deeds
City of New York 4-1065
Certificate Filed in New York County
Commission Expires Sept. 9, 19.....

My Commission expires:
September 9, 1971

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs)
v.), Civil Action
REA EXPRESS, INC., et al, Defendants) No. 2289-70

STATE OF NEW YORK
COUNTY OF NEW YORK ss.: Myron Engelsher

MYRON ENGELSHER, being duly sworn, upon his oath according to law, deposes and says:

1. I am Traffic Manager of Allied Stores Corporation and authorized to file this Affidavit for submission to the U. S. District Court in the District of Columbia in a proceeding there pending relating to an embargo of Air Express Service.

We are importantly dependent on Air Express Service and our information is that unless the restricting order heretotore granted by this Court is continued in force such service will cease, with the result that our ability to distribute certain merchandise destined to our stores will be severly curtailed.

2. Allied Stores Corporation owns and operates over 130 department and retail stores located in 29 different states. All modes of transportation including the various air services are used to transport merchandise from our suppliers to our stores. Air Express is an important part of our transportation needs.

3. We have found, valuable and necessary, the total services provided by Air Express ... pick-up, line-haul and delivery services performed under one (1) billing by Air Express is necessary to us.

In contrast, many other air services do not offer single-line total responsibility. For example: local cartage companies have to be contacted for pick-up, delivery or both. In many cases, in contrast to Air Express' single bill, a number of separate invoices are rendered when competitive air freight services are used.

Another reason that we consider Air Express' service as indispensable is that traffic handled in this manner does not wait for consolidation with other shipments and moves under a priority loading provision in the Air Express Contract. In many cases we are therefore provided with air service via Air Express ... not otherwise available to us.

4. The continued availability of Air Express Service is important to us for the many reasons outlined above and, in particular, for the expedited service offered to us in the handling of high fashion wearing apparel where time in transit is extremely critical in order to meet temporary peaks of market demands.

5. For these reasons we rely for the particular traffic involved, to a great extent, on the daily service rendered by REA in the performance of Air Express operations.

For these reasons it is essential to the Allied Stores Corporation that Air Express Service continue to be rendered.

Myron Engelsker

Myron Engelsker

Subscribed and sworn to before me this
5th day of August, 1970.

George F. Endlich, Jr.

Notary Public

GEORGE F. ENDLICH, JR.
Notary Public, State of New York
No. 03-6186300
Qualified in Bronx County
Commission Expires March 30, 1972

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al., Defendants.	)	No. 2289-70

State of New York)
County of New York) ss.:

Robert E. Vantine, being duly sworn, upon his oath according to law deposes and says:

1. I am General Traffic Manager of Bloomingdale's, a Division of Federated Department Stores, Inc., located at Lexington Avenue at 59th Street, New York, New York, with five branch stores, located in Fresh Meadows, New Rochelle, New York; Short Hills and Hackensack, New Jersey; Stamford, Connecticut; plus a large warehouse operation in Long Island City, New York. I am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embargo on air express service. We are heavily dependent on air express service and it has come to our attention that unless the restraining order heretofore granted by this Court is continued in force, such service will cease, with the result that our ability to receive and distribute various merchandise will be severely curtailed.

2. Bloomingdale's is in the retail department store business, selling thousands of various items all over the United States and has a sales volumn in excess of two hundred million dollars per year. We have always relied upon the use of air express service in this country for receiving some of our shipments and again in servicing many of our customers around the country. It is of particular importance to us from and to smaller towns and cities throughout the United States, that do not have the services of airlines or air freight forwarders. It is also a fact that we do obtain overnight service to and from our six stores and warehouse, to almost any point in the United States, with a one carrier responsibility and liability for the movement via Air express. We are completely dependent upon the use of air express when deadlines are needed to be met for sales promotions, manufacturers re-orders and fast, efficient deliveries of sold merchandise to our customers. There is no other service in our transportation system in this country, to match the service and coverage that air express affords us.

3. The present air freight services in this country fall far short of the entire service we need. Air lines and air forwarders render excellent service if we are shipping to, or receiving shipments from a major city.

It is a fact that we do use all types of air services in our business and will continue to do so. However, the air freight lines and air forwarders services are inadequate for our complete needs, when it is understood that merchandise can originate or be shipped to any of the thousands of points covered by air express, but not served by other types of air services. Pick-up and delivery play an important part in our use of air express as opposed to other air services. The real importance lies in the fact that air express will delivery directly to the customer's home and in many instances in the small towns, directly into the home.

4. It is a known fact that air express receives priority in loading, after the United States mail by the air carriers, a priority not given to air freight forwarders and in some instances, not even to the individual airline's own freight. Therefore, it is not necessary to have our freight consolidated with other shipments for movement, as in the case in air forwarder movements. The airlines and air forwarders will only tender delivery to our stores once a day, whereas, air express has been known to send two and three vehicles with deliveries of air express shipments to us in one day. Furthermore, there are no restrictions on the commodities which air express will handle for us, such as antiques, works of art, furs and jewelry. A hand to hand receipt can be obtained from air express for the movement of such high valued merchandise. This type of service is not available from the air lines or air freight forwarders.

5. Air express is a necessity to the retail department stores of this country for assuring the movement of merchandise fast, when needed, conducive with our needs, from and to all points in the United States. It is inconceivable to think how we would be able to operate in out business without a service like air express to depend upon. For these reasons we rely for the particular traffic involved to a great extent on the daily service provided by REA in the performance of air express operations. Retailers in this country are completely dependent upon the services rendered by REA Express, both on land and in the air. There is no other carrier that can begin to compare with the variety of services they render to the retailers and the customers we serve. Should the air express service in this country be stopped, it is our fear also that REA Express will also suffer, to the extent of ceasing to serve this country as the finest small shipment carrier.

For the various reasons stated in the foregoing pages, it is essential to Bloomingdale's that air express service continue to be rendered.

Robert E. Vantine
General Traffic Manager

Subscribed and sworn to before me this fifth day of August 1970.

James J. Giangrasso
Notary Public

JAMES J. GIANGRASSO
Notary Public, State of New York
No. 30-1420655
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1971

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,	)	
v.	)	Civil Action
REA EXPRESS, INC., et al., Defendants.	)	No. 2289-70

State of New York)
County of New York)ss.:

I, John J. Gallagher, am General Traffic Manager of Bergdorf Goodman and am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embargo on air express service. We are dependent on air express service and our information is that unless the restraining order heretofore granted by this Court is continued in force such service will cease, with the result that our ability to distribute certain of our products will be severely curtailed.

Our company is dependent on air express service because we ship valuable clothing and furs.

Air Express has better facilities to affect deliveries to any point than air cargo or air freight, who we find to have inadequate service outside the large cities.

We have relied on the service rendered by air express and it is essential to Bergdorf Goodman that this service be continued.

State of New York
County of New York

John J. Gallagher
Name

Subscribed and sworn to before me
this 5th day of August- 1970.

Victor Schaffhauser
Notary Public

VICTOR SCHAFFHAUSER
Notary Public, State of New York
No. 31-8788875
Qualified in New York County
Commission Expires March 30, 1972

My Commission Expires

"3a"

FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs,)
v.) Civil Action
REA EXPRESS, INC., et al, Defendants .) No. 2289-70

STATE OF NEW JERSEY)
) ss:
COUNTY OF ESSEX)

I, Richard A. Beutler, being duly sworn, depose and say:

1. I am Traffic Manager of Hoffmann-La Roche Inc., and am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embargo on air express service.

2. We are heavily dependent on air express service and according to information and belief unless the restraining order heretofore granted by this Court is continued in force, such services will cease, with the result that our ability to market and distribute certain of our products will be severely curtailed.

3. As a manufacturer and shipper of pharmaceutical products we believe that air express offers an essential service which is not currently available with other carriers. By recommendation of the Bureau of Narcotics, we ship larger air shipments by air express, and we have done so for many years without problem. Shipment by other carriers requires the use of armed guards and other security measures which impose a hardship on the shipper.

4. We also use air express for inbound and outbound shipments of laboratory animals. These animals are delicate and cannot be exposed to adverse weather conditions or ambient temperatures common during the winter months. Fast door to door service is essential.

5. Air freight service rendered by air freight forwarders or by the airlines directly, including the use of Air Cargo Inc. is not adequate for our needs for the following reasons:

(A) Security problems in shipping narcotics would be severe considering the reported level of theft and pilferage at some airports.

(B) Air freight service generally involves the consolidation of shipments which move at night by cargo aircraft. Air express can move shipments with dispatch on arrival at airport because of priority loading provisions in the air express contract.

(C) Most air freight forwarder tariffs exclude the shipment of live animals.

6. It is important, therefore air express be available to meet our needs for shipping narcotics, laboratory animals and other material throughout the United States. Narcotics, although a small percentage of our total shipments are important to the national health and welfare. Fast door to door shipments of laboratory material, including live animals, is essential to our research program.

7. For these and other reasons we rely heavily on daily services rendered by REA in the performance of air express operations. It is essential, therefore, to Hoffmann-La Roche Inc. that air express

service continue to be rendered.

Hoffmann-La Roche Inc.

Richard A Beutler

by Richard A. Beutler

subscribed and sworn to before me this Seventh day of August, 1970.

Peter Petrick

Notary Public

PETER PETRICK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 15, 1974

My commission expires

The Medical Eye Bank of Maryland, Inc.

The Eye Bank Building
22 West Franklin Street ▪ Baltimore, Maryland 21201 ▪ Tel: 539-4353

Financial Advisory Committee:
Mr. Jacob Blaustein
Mr. Alonzo G. Decker
Mr. George E. Kostritsky
Mr. Robert H. Levi
Mr. James W. Rouse
Mr. Walter Sondheim, Jr.
The Hon. Judge Robert B. Watts

Medical Board of Directors:
Richard D. Richards, M.D., Chairman
Vincent O. Eareckson, Jr., M.D.
George D. Edwards, M.D.
William R. Green, M.D.
Richard D. Hoover, M.D.
Abraham Kremen, M.D.
A. Edward Maumenee, M.D.
David H. Miller, M.D.
William E. Newby, M.D.
David Paton, M.D.
Arnall Patz, M.D.
Irving P. Pollack, M.D.
J. Thomas Schnebly, M.D.
Roy O. Scholz, M.D.
Mary Louise Small, M.D.

Board of Directors:
Mrs. William Boucher, III Chairman
Mr. Carlyle Barton, Jr.
Mr. Max F. Blob
Mr. Daniel H. Burkhardt
Mr. Robert W. Catzen
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Mrs. Jane Davis Ellen
Mr. Donald Flowers
Mr. Douglas L. Frost
Mr. C. Gordon Reese, Jr.
Mr. Allen S. Handen
Rev. Philip Rogers Magee
Mrs. Theodore R. McKeldin, Jr.
Mrs. Harry C. Meyerhoff
Mr. Earl Quay
Mr. James A. Redmond, Jr.
Mr. Leonard C. Schwab
Mr. Irvin Shure
Mrs. Robert W. Smelkinson
Mr. Ray Skowranski
Mr. Charles C. Stieff, II
Mr. Harold W. Tabor
Rev. Allan Whatley

Executive Director:
Mr. Frederick N. Griffith

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al.,	)	
Plaintiffs,	)	Civil Action
v.	)	No. 2289-70
REA EXPRESS, INC., et al., Defendants.	)	

STATE OF MARYLAND, CITY OF BALTIMORE

David Berger, being duly sworn upon his oath according to law, deposes and says:

1. I am the Chief Ophthalmic Technician of The Medical Eye Bank of Maryland, Inc.

2. I am authorized to act in behalf of The Medical Eye Bank of Maryland, Inc. in transportation matters.

3. I am familiar with the facts and circumstances in this action.

4. The Medical Eye Bank of Maryland, Inc. depends almost entirely upon REA Air Express for the shipment of human eyes for corneal transplant surgery operations. The time factor in these operations is critical and I have found REA Air Express to be more reliable than other carriers of air freight.

Signed,

David Berger (SEAL)

David Berger
Chief Ophthalmic Technician

Subscribed and sworn this sixth day of August, 1970.

[illegible]

My commission expires
July 1, 1974

DB/db

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

ALLIED AMERICAN BIRD COMPANY, et al., Plaintiffs	)	
	)	
v.	)	Civil Action
	)	No. 2289-70
REA EXPRESS, INC., et al., Defendants	)	

STATE OF : PENNSYLVANIA)
ss.:
COUNTY OF: CHESTER)

Earl V. Souder being duly sworn upon his oath according to law, disposes, and says:

I

I am Director of Traffic of Wyeth Laboratories Division, and am authorized to file this affidavit for submission to the United States District Court in the District of Columbia in the proceeding there pending relating to an embarge on Air Express service.

We are heavily dependent on Air Express service, and our information is that unless the restraining order heretofore granted by this Court is continued in force, such service will cease, with the result our abilities to market and distribute certain of our products will be severely curtailed.

II

Wyeth Laboratories Division, American Home Products Corporation, located in East Whiteland Township, Pennsylvania (near Malvern, Pennsylvania), is a Corporation duly organized and existing by the virtue of the laws of the State of Delaware, with executive offices located in Radnor, Pennsylvania; and is engaged in the manufacture, sale and distribution of ethical pharmaceutical and nutritional products, and has an interest in the services and charges therefore, which have been embargoed.

Aforesaid pharmaceutical and nutritional products are shipped to customers in less than truckload quantities from Branch Warehouse facilities located in fourteen separate geographical areas throughout the United States. A sales force of approximately 1,000 individuals generate customer orders which are transmitted

the proper Branch Warehouse facility permitting prompt delivery service therefrom, and these individual orders are assembled in each Branch location daily, placed into a pouch (with weights varying from 4 to 6 pounds each), and the Air Express organization arranges pick-up at each Branch location daily for flight to the Philadelphia International Airport, where aforesaid pouches are assembled together by Air Express personnel for pick-up by a Wyeth representative first thing each morning at 6:30 a.m. for delivery to our Great Valley, Pennsylvania location, where the billing operation takes place covering the orders noted.

III

The utilization of air freight services by the airlines directly or air freight forwarder organizations, such as Air Cargo, Inc., cannot possibly provide adequate service functions to satisfy the needs of our Company, which are presently being most adequately serviced by Air Express as outlined in the preceding paragraph; for example:

a. Pick-ups not rendered with required frequency or reliability because of inadequate geographical coverage provided by the airlines' air freight services as well as air freight forwarders organizations such as Air Cargo, Inc., in comparison with complete national coverage provided by Air Express.

b. Air freight service does not assure dispatchment of shipment on arrival at the airport while Air Express does because of the priority loading provisions in the Air Express contract.

c. Another reason Air Express service is indispensible is the traffic handled in this manner never waits for consolidation with other shipments, as is true when we use air freight forwarder services because the latter are required to perform a consolidating operation.

the airlines' job. I think if the freight forwarders want to get together and come to the airlines and say, look, we've put together an organization that can handle small freight shipments as cheaply as air express can, as railway express can, will you do business with us, that is a different question entirely but nothing like that has been proposed in this case.

Q Let's go back then for a moment to the multiple agent concept. In your earlier answer, you indicated one of the problems was that the airlines would have to be running all over, both on the airport, off the airport, picking up multiple agents.

This would increase your cost. Isn't it a fact that in IR-16, and in the very language I read to you, that the forwarders have proposed eliminating that runner function entirely, and if that is the case, what is the reason why you cannot require that airfreight be tendered to you in the same form as air express is today.

And, in fact, you would be better off, because the runner function had been eliminated. And by tendered, I mean at one point in the form which you want.

A The forwarders did propose that the runner function be eliminated in the handling of air express shipments. Now, the shipments still have to get to the airplanes, eliminating the runners by the airlines doesn't eliminate the necessity of getting the shipments from the air express office or the

centralized Airfreight Forwarders Association pool office to the airplanes.

What the forwarders proposed was that each forwarder should bring this expedited traffic to plane side, on the operating area of the airport, and in my rebuttal testimony, page 20, I discussed at some length how this might work, because we were trying to figure out if it would be a workable solution to the problem of us having runners.

And as we read the AFFA exhibit, IR-16 and AFFA-900, which outlined the way the Freight Forwarders Association proposed to operate air express, 900 didn't include a pool truck, it included each freight forwarder's sending out this high expedited traffic, directly to the plane side.

And we saw a large number of different trucks which did not belong to the airlines or to the port authority coming out on the apron and we saw sorting taking place right in the bellies of the planes; we saw security problems, and we foresaw a great many difficulties with it. We didn't foresee a workable solution.

Q Mr. Eichner, would you draw your attention to page 4 of IR-16, paragraphed numbered "1," and answer for me whether the forwarder proposal contemplates solely a tendering of traffic at plane side or is there something more in there?

A Paragraph 1 reads, "The service would be based on individually published airline 'air express' tariffs subject

mcs4

your company is concerned?

THE WITNESS: Well, if we were elevated to the status that we did have the operating authority, I would say that we would like to come to some type of agreement with the carriers basically allowing us certain privileges which we think we need now to operate this type of service, namely --

EXAMINER KEITH: What would those privileges be?

THE WITNESS: Delivery time to the airlines, the cutoff time ruduced substantially, let's say, from the time they require regular commercial shipments now; better recovery at destination so far as the basic shipment itself; and better facilities for tracing or obtaining a status report as to where the actual location of the freight is piror to Trans-Air or the Trans-Air agent taking possession of it.

EXAMINER KEITH: Would you send this yourself under a single waybill all the way from origin to destination?

THE WITNESS: Yes.

EXAMINER KEITH: Would you comtemplate that the airlines would have a tariff under which you would operate this service?

THE WITNESS: I would say on the situations that exist today, I think we could live with existing rates. It would be a difficulty in certain areas, but we could live with existing rates and would not require a special provision in their tariff.

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EXAMINER KEITH: You understand REA has an agent agreement with the airlines, is that what you have in mind also?

THE WITNESS: I don't really know if it would have to take the form of an agent agreement, but I guess if we wanted some type of cooperation, we would require as far as the delivery times and the pickup times and the tracings, there would have to be some type of agreement, then, I would say, yes, we would favor that.

EXAMINER KEITH: Go ahead, Mr. Wolfe.

BY MR. WOLFE:

Q In line with the questions by the Examiner, do you think you should have pricing freedom in such an arrangement, that you would make the rates to be public?

A I would say within a range, yes.

Q Referring you to TAFS-17, what you amended this afternoon, do you have any work papers supporting those average transit times?

A No, I don't, not with me. Not now.

Q What was the source of this information?

A Just the general records that we keep within our own organization as far as waybills, manifesting, and signatures from consignees for delivery time of freight.

Q Do you look at all your waybills?

A No. We took what we thought were the points that

dw 9

A. That is possible, yes.

Q. And this is the type of service the forwarder would want to provide -- forwarders want to provide under the high expedite proposal?

A. I think I made it clear that the forwarder would maintain control to the greatest extent possible.

Q. Now would the forwarder desire to control interline movements of high expedite traffic at the interchange point or not? Which is the ideal situation?

A. I think he would desire to control it, yes, he would.

Q. By controlling, you mean he would be able to receive it at the transfer point, make his own selection of the onward carrier?

A. Correct.

MR. BERNHARD: That is all I have.

EXAMINER KEITH: Mr. HOff?

MR. HOFF: Just a couple.

BY MR. HOFF:

Q. Mr. Currier, you indicated in response to a question by Mr. Giffin that you considered -- that you defined the air express monopoly as that special arrangement with the airlines.

My question is very simple, do your members want to be a party to that agreement?

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A. I think that has been answered, the answer is no, Mr. Hoff.

Q. In Mr. Bernhard's elaboration of my question about joint loading, am I correct that the joint loading mechanism is available for use by freight forwarders on a greater scale than it is now being used?

A. Yes.

Q. Does it -- is it not also true that joint loading arrangements are used substantially in international traffic?

A. Used much more in international than domestic.

MR. HOFF: Okay.

EXAMINER KEITH: Any further recross?

If not, you may be excused, Mr. Currier.

(Witness excused.)

EXAMINER KEITH: Mr. Meiser, does that complete the case of AFFA?

MR. MEISER: Yes, it does.

EXAMINER KEITH: Mr. Bernhard?

MR. BERNHARD: Could we have our recess now?

EXAMINER KEITH: We will take a ten-minute recess.

(Recess.)

that you do not want to become a party to the air express agreement?

A. No, we didn't say that.

Q. Do you?

A. We would be interested if that was the way that the Board ruled, that air express service was open to other users of the service.

Q. Would you accept a resriction on your freedom to price to the public?

A. How do you mean that?

Q. Would you agree to get together with the airlines and decide on what price the public should pay for your air express services?

A. No, we wouldn't want to do that.

Q. Would you agree --

A. Not if we are in a competitive market.

Q. Would you agree to get together with the airlines as to how your traffic would be routed?

A. Oh, certainly, we will to the extent that we would be able to provide an expedited service to the shipper, but if you are asking would I do it on a restricted basis, no. The answer is no.

Q. Now, turn to BOR-Air 300. There are a number of companies, pages 4 onward, with names I have not heard of before and I would like to know who they are. New York

sw-7

or tariff if forwarders got air express authority?

A. Yes, we prefer that the present basis of agreement --

Q. You prefer an agreement?

A. Yes.

Q. Are you assuming that the airlines would be sending runners around to the forwarders under this agreement, picking up the traffic at their offices?

A. You are speaking of forwarders?

Q. Assuming that -- well, however many forwarders get the authority, if SPAF is the only one in addition to REA, then --

A. When speaking of the present basis of agreement, I mean as it is -- now, I hesitate to conjecture what basis SPAF would take as a result of this proceeding.

Q. I thought you stated what you wanted was the present basis of the agreement?

A. Yes. Our preference is that, I did not say we would not accept a tariff provision.

Q. So you are not contemplating the method of operation that is built into the current agreement when you made that statement?

A. What particular method of operation --

Q. Whereby the airlines send runners to REA facilities to pick up the express.

sw-8

A. No, we anticipat : handling the traffic in the same -- physical handling in the same manner as our airfreight, I say substantially, with very little in the way of difference.

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Q. But the rate and divisions would be based on the air express agreement, is that what you are saying?

A. Yes.

Q. When did your company first decide to obtain air express rights?

A. At the time of the commencement of this proceeding by the Board.

Q. Who made the decision for your company?

A. Members of the board of directors of Southern Pacific Air Freight.

Q. Was there any formal resolution?

A. I did not see a formal resolution, but the instructions were given to the general counsel.

Q. Did SPAF make any studies in connection with your decision to operate air express, to apply for air express?

A. What sort of studies did you have in mind?

Q. Any formal financial projections?

A. We made a general evaluation on which the conclusion was based that the present agreement was a satisfactory basis of operations. We did not have -- pretend to have any idea of what the outcome of the proceeding would be in respect to the future nature of air express, the rates and divisions and